

# **EXHIBIT 2**



## ALLIED WORLD NATIONAL ASSURANCE COMPANY

199 Water Street, 24<sup>th</sup> Floor, New York, NY 10038 • Tel. (646) 794-0500 • Fax (646) 794-0611

### SCHEDULED LOCATION POLLUTION LIABILITY POLICY DECLARATIONS

Policy Number: 0309-1873

New/Renewal of: 0309-1873

#### Item 1. Named Insured and Address:

24 Hour Holdings I Corp.  
12647 Alcosta Boulevard, 5th Floor  
San Ramon, CA 94583

Item 2. Policy Period: From September 3, 2017 To September 3, 2020  
12:01 AM STANDARD TIME AT THE ADDRESS SHOWN IN ITEM 1.

#### Item 3. Coverages and Coverage Section Limits and Deductibles:

This Policy covers only those Coverages stated below:

Coverage	Deductible Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
1. Pre-Existing Conditions	\$50,000	\$25,000,000	\$25,000,000
2. New Conditions	\$50,000	\$25,000,000	\$25,000,000
3. Blanket Non- Owned Site	\$50,000	\$25,000,000	\$25,000,000
4. Blanket Transportation	\$50,000	\$25,000,000	\$25,000,000

Coverage	Business Interruption- Waiting Period - Hours	Each Incident Limit	Coverage Section Aggregate Limit
5. Business Interruption	72	\$25,000,000	\$25,000,000

Item 4. Policy Aggregate Limit: \$25,000,000

#### Item 5. Insured Locations:

1265 Laurel Tree Lane	Carlsbad	CA	92008
140A Alamo Plaza	Alamo	CA	94507
18305 Brookhurst Drive	Fountain Valley	CA	92708
SEC of Windmill Ave & Antonio Pkwy	Ladera Ranch	CA	92694
820 State Street	Santa Barbara	CA	93101
Crenshaw Blvd. & Century Fwy (I-105)	Hawthorne	CA	90250
6348 College Grove Way	San Diego	CA	92115
1600 Azusa Drive, Space 300	City of Industry	CA	91748
324 Horton Plaza, Space No. 25	San Diego	CA	92101

EXHIBIT

ENV-SPL2 00002 00 (09/14)

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Ex. 2 - Allied World-Serrano

AW0014  
AWPLL000148

3605 Avocado Blvd.	La Mesa	CA	91941
406 Crosby Street	Altadena	CA	91001
3600 West Orangewood	Orange	CA	92868
SE Corner of Lemon and Durst Streets	Anaheim	CA	92801
909-919 Garnet Avenue	San Diego	CA	92109
SWC Silverado Ranch Blvd & Md Pkwy	Las Vegas	NV	89123
315 Westfield Ctr, Mission Valley	San Diego	CA	92108
1415-1417 Second St.	Santa Monica	CA	90401
Imperial Hwy and Carmenita	Santa Fe Springs	CA	90670
15301 Ventura Boulevard, Space U-3	Sherman Oaks	CA	91403
320 Third Avenue	Chula Vista	CA	91910
26741 Rancho Pkwy.	Lake Forest	CA	92630
5035 W. Tropicana	Las Vegas	NV	89103
Hillsborough Dr. & Beach Blvd.	La Mirada	CA	90638
589 Anton Boulevard	Costa Mesa	CA	32626
4480 Charleston Blvd., Las Vegas	Las Vegas	NV	89104
Hwy 76 & Frazee Road	Oceanside	CA	92057
1530 W. West Covina Parkway	West Covina	CA	91790
870 Amena Court	Chula Vista	CA	91910
32451 St. of the Golden Lantern, Ste 1A	Laguna Niguel	CA	92677
Sunset/DeLongpre	Los Angeles	CA	90027
2595 Thousand Oaks Blvd	Thousand Oaks	CA	91362
3965 5th Avenue, Suites 100-160	San Diego	CA	92103
9550 Miramar Road	San Diego	CA	92126
400 La Terraza Blvd	Escondido	CA	92025
1605-1617 Pacific Coast Highway	Hermosa Beach	CA	90254
1490 E. Daily	Camarillo	CA	93011
2106 W. Craig Road, Suite # 2	North Las Vegas	NV	89032
7450 University Avenue	La Mesa	CA	91041
1660 Broadway, Suite 18-22	Chula Vista	CA	91011
3675 Midway Dr., A1	San Diego	CA	92110
9906 Mission Gorge Rd	Santee	CA	92071
5858 Warner Ave	Huntington Beach	CA	92649
5885 Rancho Mission Rd	San Diego	CA	9210
4501 Katella Avenue, Building 4	Cypress	CA	90630
240 Brand Blvd	Glendale	CA	91203
455 Santa Fe Drive	Encinitas	CA	92024
4302 Gosford Road	Bakersfield	CA	93313
1335 West Avenue P	Palmdale	CA	93551
3699 Wilshire Blvd. 3rd floor #110	Los Angeles	CA	90010
9911 W. Pico Blvd., #B-16 & Floor A	Los Angeles	CA	90035
1600 Adams Avenue	Costa Mesa	CA	92626
10125 Whitwood Drive	Whittier	CA	90603
25252 McIntyre	Laguna Hills	CA	92653
3521 E. Chapman	Orange	CA	92869
3633 Rosedale Highway	Bakersfield	CA	93308
2685 Pacific Coast Hwy	Torrance	CA	90505
8105 Sheridan Boulevard	Westminster	CO	80003
27131 Calle Arroyo #1701	San Juan Capistrano	CA	92675
8350 Van Nuys Blvd	Panorama City	CA	91402
15315 Culver Dr. #165	Irvine	CA	92604
2556 Wigwam Parkway	Henderson	NV	89014
100 Oceangate Ave suite P20	Long Beach	CA	90802
9561 Chapman Avenue	Garden Grove	CA	92841

23166 Los Alisos Blvd, #140	Mission Viejo	CA	92691
27141 Aliso Creek Rd, #100	Aliso Viejo	CA	92656
NWC State College & Birch St.	Brea	CA	92621
17170 Bernardo Center Dr.	San Diego	CA	92128
1500 Rosecrans Ave #100	Manhattan Beach	CA	90266
685 West Foothill Boulevard	Upland	CA	91786
2893 North Green Valley Pkwy	Henderson	NV	89014
7680 Girard Ave	La Jolla	CA	92037
16200 Bear Valley, Suite # L-1	Victorville	CA	92392
18645 Via Princessa	Santa Clarita	CA	91351
715 E. Huntington Dr.	Monrovia	CA	91016
22331 El Paseo	Santa Margarita	CA	92688
465 North Halstead St. #102	Pasadena	CA	91107
975 Lomas Santa Fe Drive, Suite A-C	Solana Beach	CA	92075
1352 Madera Rd.	Simi Valley	CA	93065
5601 Grossmont Center Dr.	La Mesa	CA	91942
525 Colorado Boulevard	Pasadena	CA	91101
4200 Chino Hills Parkway	Chino Hills	CA	91709
Val Vista Drive & Elliot Road	Gilbert	AZ	85234
2929 31st Street	Santa Monica	CA	90405
8612 Santa Monica Blvd	West Hollywood	CA	90069
555 West 19th ST.	Costa Mesa	CA	92627
3030 Bellflower Blvd.	Long Beach	CA	90808
18007 Von Karman Avenue	Irvine	CA	92612
10025 Carmel Mountain Road	San Diego	CA	92127
945 Dominguez Avenue	Carson	CA	90746
300 South Festival Lane	Anaheim Hills	CA	92808
8697 Irvine Center Drive	Irvine	CA	92618
11787 Foothill Boulevard	Rancho Cucamonga	CA	91730
275 Teller Street, #100	Corona	CA	92879
10616 Research Blvd.	Austin	TX	78759
2145 Baseline Road	Tempe	AZ	85283
3233 E. Camel Back Road	Phoenix	AZ	85018
13220 N. Scottsdale Road	Scottsdale	AZ	85254
7300 West Greens Road	Willow Brook	TX	77064
14111 Southwest Parkway	Sugarland	TX	77478
10707 Westheimer Rd.	Houston	TX	77042
601 S. Rainbow Blvd.	Las Vegas	NV	89128
3600 Emporium Circle	Mesquite	TX	75150
4600 West Park Blvd.	Plano	TX	75093
1375 East Campbell Rd	Richardson	TX	75081
1131 W. Arbrook Blvd.	Arlington	TX	76015
2100 Plaza Parkway	Bedford	TX	76021
9800 West Atlantic Blvd.	Coral Springs	FL	33071
700 Pine Island Rd	Plantation	FL	33324
5001 Overton Ridge Blvd.	Fort Worth	TX	76132
400 N. Brand Blvd., Ste. 120	Glendale	CA	91203
Spring Gate Ln & Town Ctr Drive	Las Vegas	NV	89134
2920 Aborn Square Road	San Jose	CA	95121
771 Jackson Street	Hayward	CA	94544
35630 Fremont Boulevard	Fremont	CA	94536
567 Floresta Boulevard	San Leandro	CA	94578
3951 Alemany Boulevard	San Francisco	CA	94132
3435 S. Inca Street	Englewood	CO	80110

7635 West 88 <sup>th</sup> Avenue	Arvada	CO	80005
720 S. Colorado Boulevard	Denver	CO	80246
360 South Teller Street	Lakewood	CO	80226
10001 Grant Street	Thornton	CO	80229
1450 South Abilene Street	Aurora	CO	80012
99 U.S. Highway 22	Springfield	NJ	07081
140 Central Avenue	Clark	NJ	07066
189 US Highway 46	Saddle Brook	NJ	07663
918 Bergen Avenue	Jersey City	NJ	07306
245-24 Horace Harding Expressway	Little Neck	NY	11362
15926 Jamaica Avenue	Jamaica	NY	11432
2032 Coney Island Avenue	Brooklyn	NY	11223
8002 Kew Gardens Road	Kew Gardens	NY	11415
2503 Grand Concourse	Bronx	NY	10468
2163 Tilden Avenue	Brooklyn	NY	11226
1921 86 <sup>th</sup> Street	Brooklyn	NY	11214
298 West 231 <sup>st</sup> Street	Bronx	NY	10463
1720 Sheepshead Bay Road	Brooklyn	NY	11235
1675 Sunrise Hwy	Bay Shore	NY	11706
589 Tuckahoe Road	Yonkers	NY	10710
12260 Gulf Freeway # A-5 & #A-15	Houston	TX	77070
15542 Highway 529 (Spencer Road)	Houston	TX	77095
5721 Westheimer Road	Houston	TX	77057
9336 Westview	Houston	TX	77055
7622 Campbell Rd	Dallas	TX	75248
2770 East Trinity Mills	Carrollton	TX	75006
1550 S. Mason Road	Katy	TX	77450
724 W. Main St, Suite 190/Valley Square	Lewisville	TX	75067
3650 Austin Bluff Parkway, #197	Colorado Springs	CO	80918
12039 W. Alameda Parkway, #Z-3	Lakewood	CO	80228
6044 South Kipling Parkway	Littleton	CO	80127
11420 I-10 East Freeway	Jacinto City	TX	77029
6425 San Felipe	Houston	TX	77057
10301 South 1300 East	Sandy City	UT	84094
4650 W 120th Ave. & Sheridan	Broomfield	CO	80020
5100 Beltline Rd, #600	Addison	TX	75240
S 1100 E & Ashton Avenue	Salt Lake City	UT	84106
2407 West Airport Freeway	Irving	TX	75062
1892 Southgate Ctr	Colorado Springs	CO	80906
18541 Kuykendahl Road	Houston	TX	77379
7068 FM 1960 East	Humble	TX	77346
S. Meridian Blvd at Oswego St.	Englewood	CO	80112
4120 E. Alameda	Glendale	CO	80246
7400 E. Hampden Ave.	Denver	CO	80231
146 West Parkwood	Friendswood	TX	77546
Portion of Lot IR-Bray Central 1 Add.	Allen	TX	75013
NEC E. Dad Clark Dr. & S. Broadway	Highlands Ranch	CO	80126
21602 State Highway 249	Houston	TX	77070
700 N. Harwood	Dallas	TX	75201
Six Pines Road	Woodlands	TX	77380
11100 Central Expressway	Dallas	TX	75243
Meyerland Plaza Ctr, Space #8650E	Houston	TX	77096
5706 E. Mockingbird Lane	Dallas	TX	75206
1000 E. 41st St., #850	Austin	TX	78751

1208-S N. IH-35	Round Rock	TX	78681
3301 E. Bell Road	Phoenix	AZ	85032
13802 Research Blvd.	Austin	TX	78750
18707 & 18737 E. Hampden Avenue	Aurora	CO	80013
2401 Rio Grande Blvd	Euless	TX	76039
4112 FM 762	Rosenberg	TX	77471
Bingle Shopping Center	Houston	TX	77055
Warren Parkway & Preston Road	Frisco	TX	75034
188 106th Ave NE, 5th Floor	Bellevue	WA	98004
10115 Gravelly Lake Drive SW, Suite 2	Lakewood	WA	98499
20202 Ballinger Way, NE, Space A-10	Seattle	WA	98155
2130 South 314th Street	Federal Way	WA	98003
2500 SW Barton	Seattle	WA	98126
800 S.E. Tech Center Drive	Vancouver	WA	98684
1220 Howell Street	Seattle	WA	98101
1407 SW Fourth Avenue	Portland	OR	97201
11100 SW Murray Schools Pl.	Beaverton	OR	97007
18930 29th Avenue West	Lynwood	WA	98036
9946 SE Washington, Space E-1	Portland	OR	97216
4546 SE McLoughlin Blvd	Portland	OR	97216
815 Auburn Way	Auburn	WA	98002
5400 South & Redwood	Salt Lake City	Utah	84118
9th Street Marketplace	Murray City	Utah	84121
515 South 700 East	Salt Lake City	Utah	84102
45 Montgomery Street/111 Sutter Street	San Francisco	CA	94104
3813 Center View Drive	West Jordan	UT	84084
512 S Chambers RD	Aurora	CO	80017
6839 South Vine Street	Centennial	WA	80122
5712 East lake Sammamish Parkway	Issaquah	WA	98209
18006 120th Ave	Bothel	WA	98011
17200 Brookhurst St	Fountain Valley	CA	92708
2520 Somersville Road	Antioch	CA	94509
1049 Broadway St	Redwood City	CA	94063
555 Oceana Blvd.	Pacifica	CA	94044
2480 Whipple Road	Hayward	CA	94544
La Cienega & Slauson Ave.	Los Angeles	CA	90056
17941 SW McEwan Road	Tigard	OR	97224
7320 170th Ave NE	Redmond	WA	98052
4500 Auto Mall Parkway	Fremont	CA	94538
Store #A-225, A-103, A-226	Richmond	CA	94806
1000 Kamehameha Highway	Pearl City	HI	96782
6223 Santa Teresa Blvd	San Jose	CA	95119
7905 Walerga Road	Antelope	CA	95843
304 Bayfair	San Leandro	CA	94578
1200 Van Ness Ave	San Francisco	CA	94109
520 S. El Camino Real	San Mateo	CA	94402
Leigh/Hillsdale Avenue	San Jose	CA	95124
375A North Capitol Ave	San Jose	CA	95133
150 E. Fremont Ave	Sunnyvale	CA	94087
373 Gellert Blvd	Daly City	CA	94015
101 Larkspur Landing Cr.	Larkspur	CA	94939
3550 Industrial Dr.	Santa Rosa	CA	95403
Sunvalley, Store # E-118C & Store #E-203	Concord	CA	94520
4500 Norris Canyon Road	San Ramon	CA	94538

550 Showers Dr., #7D, 4D, 3D, 8D	Mountain View	CA	94040
3839 E. Castro Valley	Castro Valley	CA	94552
4300 Sonoma Blvd #408	Vallejo	CA	94589
2033 N. Main Street	Walnut Creek	CA	94596
1201 Soquel Ave	Santa Cruz	CA	95062
303 Second Street	San Francisco	CA	94107
350 Bay Street	San Francisco	CA	94133
100 California Street	San Francisco	CA	94111
Auburn Boulevard and Van Maren Lane	Citrus Heights	CA	95621
9574 Micron Ave	Sacramento	CA	95827
2050 Webster Street	Oakland	CA	94612
850 Tennent Station	Morgan Hill	CA	95037
1090 North Main Street	Manteca	CA	95336
24727 Amador St.	Hayward	CA	94544
1595 Sky Mountain Dr.	Reno	NV	89503
1850 Ocean Avenue	San Francisco	CA	94112
1680 Kapiolani Blvd.	Honolulu	HI	96814
39300 Paseo Padre Parkway	Fremont	CA	94538
1531 Parkmore Ave	San Jose	CA	95128
1645 Bryant Street	San Francisco	CA	94103
5234 Newpark Mall Road	Newark	CA	94560
2145 Market Street	San Francisco	CA	94114
95221 Kipapa Drive	Mililani	HI	96789
6155 Neil Road	Reno	NV	89511
8785 Center Parkway	Sacramento	CA	95823
4100 S. Parker Road	Aurora	CO	80014
1000 Bishop Building, Suite 101	Honolulu	HI	96813
3137 West Benjamin Holt Drive	Stockton	CA	95219
150 Hana Highway, #108	Kahului, Maui	HI	96732
45-480 Kanoeha Bay Drive, C-21	Kaneohe	HI	96744
7600 Greenhaven Drive, Suite 15	Sacramento	CA	95831
Hall Blvd. & Watson Avenue	Beaverton	OR	97005
1210 NW Johnson	Portland	OR	97209
Fulton & Hurley, Sacramento	Sacramento	CA	95825
Rampart Way and Academy Blvd	Denver	CO	80230
441 Lancaster Drive NE	Salem	OR	97301
6095 SE Tulatin Valley HWY	Hillsboro	OR	97123
6 Petaluma Blvd., North	Petaluma	CA	94954
2072 Addison Street	Berkeley	CA	94704
336 N. Sunrise Blvd.	Roseville	CA	95661
7120 Kalanianaole Hwy	Honolulu	HI	96825
1211 E. Arquez	Sunnyvale	CA	94086
1650 Industrial Road	San Carlos	CA	94070
1020 7th Street	Sacramento	CA	95814
301 Jacklin Road	Milpitas	CA	95035
200 Harker Place	Annapolis	MD	21401
260 East Route 4	Paramus	NJ	7652
2982 Grand Avenue	Coconut Grove	FL	33133
8333 Pines Boulevard	Pembroke Pines	FL	33024
8400 Mills Drive	Miami	FL	33183
6846 Forest Hilld Blvd	Greenacres	FL	33413
20851 Dixie Drive Highway	Miami	FL	33189
11645 Red Road	Miramar	FL	33025
1775 North Congress Ave	Boynton Beach	FL	33426

9919 West Oakland Park Blvd	Sunrise	FL	33351
15 West Crystal Lake Drive	Orlando	FL	32806
4270 Aloma Avenue, Suite 164	Winter Park	FL	32792
850 W Osceola Parkway	Kissimmee	FL	34741
150 Triangle Plaza	Ramsey	NJ	7446
150 Sylvan Avenue	Englewood Cliffs	NJ	07632
133 Route 23	Wayne	NJ	07470
405 East Interstate 30	Rockwall	TX	75087
5901 Golden Triangle	Keller	TX	76548
459 State Route 17	Hasbrouck	NJ	07604
400 East Fordham RD	Bronx	NY	10010
19770 Saums Road	Houston	TX	77084
NWC FM 518 & Miller Ranch Rd	Pearland	TX	77584
1401 Town Center	Pflugerville	TX	78681
2599 Dunstan Rd	Houston	TX	77005
2570 West Grand Parkway	Richmond	TX	77406
159000 E Brianwood Circle	Aurora	CO	80013
2650 Bellevue Ave	Littleton	CO	80120
213 North Highway 67	Cedar Hill	TX	75104
2208 E Harmony Road	Ft Colins	CO	80528
2900 Iris Ave	Boulder	CO	80528
1719 Spring Green Blvd	Katy	TX	77494
Western Oaks Retail Ctr	Austin	TX	78745
19770 Saums Road	Houston	TX	77084
213 North Highway 67	Cedar Hill	TX	75104
6601 Northeast Loop 820	North Richland Hills	TX	76180
SWC Parmer Lane and I-35	Austin	TX	78727
25632 Northwest Freeway	Cypress	TX	77429
NEC Woodlands Pkwy & Kukendahl	The Woodlands	TX	77382
Marketplace & Olympus Blvd	Irving	TX	75063
Old Denton Road	Ft. Worth	TX	76137
5946 Fairmont Parkway	Pasadena	TX	77505
4425 FM 1960 West	Houston	TX	77014
1101 N Walnut Creek Dr	Mansfield	TX	76063
2765 Gulf Freeway	League City	TX	77573
2700 E Eldorado Parkway	Little Elm	TX	75068
3501Garth Road	Baytown	TX	77521
321 Louisiana Street	Houston	TX	77006
12555 Westheimer	Houston	TX	77077
SE Corner Hwy 360 & Camp Wisdom	Grand Prairie	TX	75050
3800 24th Street	San Francisco	CA	94114
1773 Solano Ave	Berkeley	CA	94704
136 Crosby	New York	NY	10010
Town Square	New York	NY	10010
153 East 53rd street	New York	NY	10010
5205 Fashion Drive	Nanuet	NY	10954
750 West Sunrise Hwy, Ste 100 Green	Valley Stream	NY	11581
5114 Arden Way	Carmichael	CA	95608
3950 Alameda Avenue	Oakland	CA	94601
1519 Gateway Blvd	Fairfield	CA	94533
979 Broadway	Millbrae	CA	95670
6061 Florin RD	Sacramento	CA	95823
2244 Sunrise Blvd	Rancho Cordova	CA	95620
Bel Air Village Phase II	Elk Grove	CA	95624

1006 Riley St	Folsom	CA	95630
2306 Almaden RD Suite 140	San Jose	CA	95125
1610 Crane CT	San Jose	CA	95112
351Rheem BLVD	Morage	CA	94556
93 Bovert RD	San Mateo	CA	94402
2535 California St	Mountain View	CA	94040
6345 Commerce Blvd.	Rohnert	CA	94928
9450 Ruby Lockhart Blvd	Lanham	MD	20706
1500 Cornerside Blvd	Vienna	VA	22182
1000 East Broad Street	Falls Church	VA	22042
12300 Price Club Plaza	Fairfax	VA	22033
4770 Willow Road	Pleasanton	CA	94558
110 Avenida La Pata	San Clement	CA	92673
6830 E County Line RD	Highland Ranch	CO	80130
1265 Waterhouse Ave	Beverton	OR	97006
7887 Center Avenue	Huntington Beach	CA	92647
1085 South Arizona Avenue	Chandler	AZ	95248
27520 Ynez Road	Temecula	CA	92591
Buena Park Mall	Buena Park	CA	92802
97 S Val Vista Drive	Glendale	AZ	85308
1919 N Power Rd	Mesa	AZ	85207
321 W. Katella	Anaheim	CA	92702
SWC Rose St & Valley Pkwy	Escondido	CA	92677
21560 Valley Blvd	City Of industry	CA	91789
10046 N Metro Parkway	Phoenix	AZ	85051
27921 La Paz	Laguna Niguel	CA	92618
91 Fortune Drive	Irvine	CA	92618
6731 Westminster Blvd	Westminster	CA	92683
19350 Nordhoff St Unit D	Northridge	CA	91324
500 N Atlantic Blvd Suite A-102-1	Monterey Park	CA	91754
324 Sycamore Ave	Vista	CA	92083
11844 Wth Street	Mesa	AZ	85051
5651 Centennial Center Blvd	Las Vegas	NV	89107
18825 Bear Valley Rd	Apple Valley	CA	92308
4845 Imperial Ave	San Diego	CA	92113
230 E Via Rancho Parkway, Suite 210	Escondido	CA	92025
8810 Apollo Way	Downey	CA	90242
1220 West Avenue K	Lancaster	CA	93534
198 West Main Street	El Cajon	CA	92020
4866 State Highway 121	Lewisville	TX	75056
5070 Richmond Ave	Houston	TX	77056
1903 Empire Ave.	Burbank	CA	91504
13752 Jamboree Rd.	Irvine	CA	92602
2800 North Main Street	Walnut Creek	CA	94597
507 NE Northgate Way	Seattle	WA	98125
762 Sunnyvale Saratoga Road	Sunnyvale	CA	94087
4425 La Jolla Village Drive	San Diego	CA	92122
5300 Lankershim Blvd.	North Hollywood	CA	91601
4821 Del Amo Blvd	Lakewood	CA	90712
1870 Harbor Blvd	Costa Mesa	CA	92627
7715 Balboa Avenue	San Diego	CA	92111
12354 Limonite Avenue	Eastvale	CA	91752
2501 El Camino Real	Carlsbad	CA	
2650 Kittyhawk Road	Livermore	CA	94551

4848 Valley View Ave	Yorba Linda	CA	92886
12155 Central Ave	Chino	CA	91710
2800 North Main Street, Unit 3100	Santa Ana	CA	92705
9750 Central Avenue	Montclair	CA	91763
4240 Redondo Beach	Torrance	CA	90504
2350 Tapo Street	Simi Valley	CA	93063
Fallbrook Mall Bldg 008	West Hills	CA	91307
505 South Flower St., Level B	Los Angeles	CA	90007
First & Santa Clara	Arcadia	CA	91006
NEC Summit Rd & I-15	Fontana	CA	92336
Valley Center Dr/Gladstone	Glendora	CA	91740
Murrieta Hot Springs Rd	Murrieta	CA	92563
100 City Parkway	Las Vegas	NV	89106
110 Towne Center Dr	Compton	CA	90220
1422 Azuza Ave	West Covina	CA	91791
1651 Victoria Ave.	Oxnard	CA	93035
2580 S. Archibald ave	Ontario	CA	91761
42900 Jackson St	Indio	CA	92203
2102 North Tustin Street	Orange	CA	92865
17204 Slover Avenue	Fontana	CA	92337
12660 Day Street	Moreno Valley	CA	92553
27621 San Bernardino	Redlands	CA	92374
3409 Via Montebello	Carlsbad	CA	92009
400 Town Center Drive	Oxnard	CA	93036
6220 N Topanga Canyon Blvd Ste 2410	Woodland Hills	CA	91367
2200 Eastridge Loop	San Jose	CA	95122
17970 Studebaker Rd Plaza 183	Cerritos	CA	90703
9051 Atlanta Avenue	Huntington Beach	CA	92646
897 Harriman Place	San Bernardino	CA	92408
2770 South Colorado Blvd	Denver	CO	80222
4110 B NE 4th Street	Renton	WA	98059
8720 SE Sunnybrook Road	Clackamas	OR	97015
4204 NE Halsey Street	Portland	OR	97213
4600 West 38th	Denver	CO	80212
The Promenade at Capital Mall	Olympia	WA	98502
2913 NE 72nd	Vancouver	WA	98661
7720 N. Academy Blvd	Colorado Springs	CO	80920
13019 NE Fourth Plain Rd	Vancouver	WA	98682
12922 SE Kent Kangley Rd	Kent	WA	98030
11014 19th Ave SE	Everett	WA	98208
91-5431 Kapolei Parkway, Suite 1700	Kapolei	HI	96707
23750 Alessandro Blvd	Moreno Valley	CA	92553
641 S. Rancho Sante Fe Rd.	San Marcos	CA	92078
5045 River Road N	Keizer	OR	97303
400 NW Eastman Pkwy	Gresham	OR	97030
15575 SW Sequoia Pkwy, 100	Tigard	OR	97224
8235 SW Apple Way	Portland	OR	97225

**Item 6. Policy Premium:** **\$119,163.00**

**Item 7. Retroactive Date:** **September 3, 2014**

**Item 8. Notice of Pollution Incident or Claim:**

ALLIED WORLD NATIONAL ASSURANCE COMPANY  
ATTN: ENVIRONMENTAL CLAIMS DEPT.  
199 WATER STREET, 24<sup>TH</sup> FLOOR  
NEW YORK, NY 10038  
[EnvCasClaims@awac.com](mailto:EnvCasClaims@awac.com)

**All Other Notices:**

ALLIED WORLD NATIONAL ASSURANCE COMPANY  
ATTN: ENVIRONMENTAL CASUALTY  
199 WATER STREET, 24<sup>TH</sup> FLOOR  
NEW YORK, NY 10038

**Item 9. Broker:**

Lockton Companies, LLC  
4725 Piedmont Row Drive, Suite 510  
Charlotte, NC 28210

IN WITNESS WHEREOF, the Insurer has caused this policy to be executed and attested, but this policy shall not be valid unless countersigned by one of our duly authorized representatives, where required by law.



President



Asst. Secretary



**AUTHORIZED REPRESENTATIVE**

**Named Insured: 24 Hour Holdings I Corp.**  
 Effective Date: September 3, 2017  
 12:01 A.M., Standard Time

**SCHEDULE OF FORMS AND ENDORSEMENT**

The following forms and endorsements are made a part of this Policy:

<u>Endorsement Number</u>	<u>Form # / Edition</u>	<u>Title</u>
	ENV-SPL2 00002 00 (09/14)	Scheduled Location Pollution Legal Liability Policy Declarations
1	ENV-IL 00007 00 (02/15)	Terrorism Exclusion With Exception For Certified Acts Of Terrorism
2	ENV-SPL2 00006 00 (09/14)	Additional Insured - Where Required by Written Contract
3	ENV-SPL2 00017 00 (09/14)	Biological Hazard Response Expense Coverage
4	ENV-SPL2 00018 00 (09/14)	Broad Named Insured
5	ENV-SPL2 00037 00 (09/14)	CPL Coverage
6	ENV-SPL2 00039 00 (02/15)	Claim Expense Partially Outside of Limits of Liability
7	ENV-SPL2 00049 00 (09/14)	Disclosed Document
8	ENV-SPL2 00101 00 (09/14)	Multi-Year Policy Term – Minimum Earned Premium
9	ENV-SPL2 00108 00 (10/14)	Microbial Matter Definition Amendment
10	ENV-SPL2 00113 00 (09/14)	Named Insured
11	ENV-SPL2 00125 00 (09/14)	Amendment of Non-Owned Location Coverage – Specified Retroactive Date
12	ENV-SPL2 00136 00 (09/14)	Amendment of Other Insurance Condition
13	ENV-SPL2 00174 00 (09/14)	Real Estate ENVIRO-Suite IV
14	ENV-SPL2 00181 00 (09/14)	Schedule of Insured Contract(s)
15	ENV-SPL2 00183 00 (09/15)	Self-Insured Retention
16	ENV-SPL2 00199 00 (09/14)	Transportation - Scheduled Location
17	ENV-SPL2 00200 00 (09/14)	Transportation - Transportation Date
18	2H Manu A	Insured Location Definition Amendment
19	2H Manu B	Unintentional Address Change
20	2H Manu C	Addition of Scheduled Locations, Retroactive Date, Coverages, Limits and Deductibles
	ENV-SPL2 00003 00 (09/14)	Scheduled Location Pollution Liability Policy

## **CALIFORNIA – SUITS INVOLVING A SURPLUS LINES BROKER - REMEDIES**

- A. A surplus lines insurer may be sued upon any cause of action arising in this state under any surplus lines insurance contract made by it, or any evidence of insurance issued or delivered by the surplus lines broker, pursuant to the procedure set forth in Sections 1610 to 1620, inclusive. Any policy or evidence of insurance issued by the surplus lines insurer or the surplus lines broker shall contain a provision stating the substance of this section, and designating the person to whom the Commissioner shall mail process.
- B. Every surplus lines insurer assuming a surplus lines insurance shall be deemed thereby to have subjected itself to this chapter.
- C. The remedies provided by this section shall be in addition to any other methods provided by law for service of process.

**Endorsement No:** 1  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
**forms a part of Policy No:** 0309-1873  
**Issued to:** 24 Hour Holdings I Corp.  
**by:** Allied World National Assurance Company

**TERRORISM EXCLUSION WITH EXCEPTION FOR CERTIFIED ACTS OF TERRORISM**

It is agreed that this policy does not provide coverage for any claim, liability, injury, damage, loss, cost or expense resulting directly, or indirectly, from or arising in whole, or in part, out of terrorism.

This exclusion does not apply to a **certified act of terrorism**.

**Certified act of terrorism** means an act that is certified by the Secretary of the Treasury in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a **certified act of terrorism** include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

**Terrorism** means activities against persons, property, organizations or the environment of any nature that involve the following or preparation for the following:

- a. Use, commission or threat of force, violence or a dangerous act; or
- b. Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

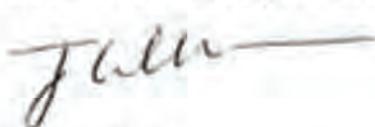
the effect or intent is to intimidate or coerce a government or civilian population or any segment thereof; or to disrupt any segment of the economy; or to further political, religious ideological, social or economic objectives or beliefs.

If the terms "loss" and "claim" are not defined in this endorsement, they shall have the same meaning as these terms are defined in this policy.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any claim, liability, injury, damage, loss, cost or expense that is otherwise excluded under this policy.

All other terms and conditions of this policy remain unchanged.

By:

  
Joseph Cellura

Title: President, North American Casualty Division

Date: October 16, 2017

**Endorsement No:**  
This endorsement, effective:

2  
September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as  
shown in Item 1. of the Declarations)  
forms a part of Policy No:  
0309-1873  
Issued to:  
24 Hour Holdings I Corp.  
by:  
Allied World National Assurance Company

ADDITIONAL INSURED- WHERE REQUIRED BY WRITTEN CONTRACT

It is hereby agreed that solely with respect to insurance that may be afforded under **SECTION I - INSURING AGREEMENTS**, 1. **Pre-existing Conditions Coverage** and 2. **New Conditions Coverage**, each of the following is an **additional insured**, but only to the extent provided below.

1. Each **additional insured** identified below is deemed an **insured**, but only:

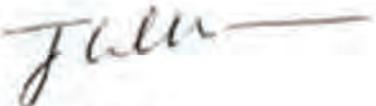
- a. With respect to such person's or organization's liability arising out of a **named insured's** ownership, operation, maintenance or use of a **scheduled location**; and
- b. If and while such person or organization is a co-defendant in a lawsuit brought and maintained against a **named insured**, alleging that such person or organization is liable on a basis described in clause a. above.

ADDITIONAL INSUREDS

Any person or organization that a **named insured** has agreed in a written contract or written agreement to add such person or organization as an **additional insured** on this policy prior to a **pollution incident**.

All other terms and conditions of this policy remain unchanged.

By:

  
Joseph Cellura

Title: President, North American Casualty Division  
Date: October 16, 2017

**Endorsement No:** 3  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

BIOLOGICAL HAZARD RESPONSE EXPENSE COVERAGE

It is hereby agreed that the following changes are made to the policy.

1. The following is added to **SECTION I – INSURING AGREEMENTS:**

**Biological Hazard Response Expense Coverage**

We will pay **biological hazard response expense** resulting from a **pollution incident** on, at, or within a building or structure at a **scheduled location**, provided that the **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**.

2. Solely with regard to insurance afforded in connection with **biological hazard response expense**, the following is added to Item 3. of the Declarations:

<b>Coverage</b>	<b>Deductible Each Incident</b>	<b>Each Incident Limit</b>	<b>Coverage Section Aggregate Limit</b>
<b>Biological Hazard Response Expense</b>	\$50,000	\$50,000	\$50,000

3. The following are added to **SECTION III – EXCLUSIONS:**

**Human Remains**

That is or for a cost, fee or expense associated with the removal or disposal of human remains.

**First Responder**

That is or for a cost, fee, charge or expense associated with any emergency medical technician services, fire or police department services, medical examiner services, ambulance services or any other safety, governmental or medical response-related services.

4. The following are added to **SECTION VII – DEFINITIONS:**

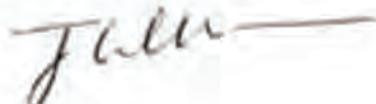
**Biological hazard** means human tissue or human bodily fluids including blood.

**Biological hazard response expense** means reasonable and necessary expenses to abate, contain, treat, remove, or dispose of **biological hazard**. **Biological hazard response expense** incurred more than seventy-two (72) hours after first discovery of the **pollution incident** shall be subject to our prior written consent, which consent shall not be unreasonably withheld or delayed. **Biological hazard response expense** does not include costs, charges or expenses for goods or services of an **insured** or its parent, subsidiary or affiliate.

5. Solely for the purpose of coverage afforded for **Biological Hazard Response Expense**, **SECTION VII – DEFINITIONS**, Definition 23., Pollution Incident, is deleted in its entirety and replaced with the following:

**Pollution incident** means the presence of **biological hazard** which is not contained within a human body.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

**Endorsement No:**

This endorsement, effective:

4

September 3, 2017

(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

forms a part of Policy No:

Issued to:

by:

0309-1873

24 Hour Holdings I Corp.

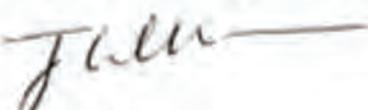
Allied World National Assurance Company

BROAD NAMED INSUREDIt is hereby agreed that **SECTION II – WHO IS AN INSURED** is amended by the addition of the following:**Named Insured** also means each of the following:

- a. Any subsidiary, associated or affiliated company or corporation of the **first named insured** where the **first named insured** has more than a fifty percent (50%) ownership interest in such company or corporation on the first day of the **policy period**.
- b. Any person or organization that has more than fifty percent (50%) ownership interest in the **first named insured** on the first day of the **policy period**, but only with respect to such person's or organization's liability arising out of their financial control of the **first named insured**.
- c. Any organization that the **first named insured** newly acquires or forms during the **policy period**, other than a partnership, joint venture or limited liability company, and over which the **first named insured** maintains an ownership interest of more than fifty percent (50%), provided there is no other insurance available to that organization that is similar to the type of insurance afforded by this policy. However:
  1. Coverage under this provision is afforded only until the 90th day after the **first named insured** acquires or forms the organization or the end of the **policy period**, whichever is earlier; and
  2. In no event is such organization a **named insured** with regard to any **bodily injury, property damage, environmental damage or business interruption** that first commenced or took place before the **first named insured** acquired or formed the organization.
  3. The coverage limitations set forth in paragraphs 1 and 2 above may be amended by endorsement, if any, attached to this policy.

All other terms and conditions of this policy remain unchanged.

By:



Joseph Cellura

Title: President, North American Casualty Division

Date: October 16, 2017

**Endorsement No:** 5  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

**CONTRACTORS POLLUTION LIABILITY COVERAGE**

It is hereby agreed that the following changes are made to the policy.

1. The following is added to **SECTION I – INSURING AGREEMENTS**:

**Contractors Pollution Liability Coverage**

- a. On behalf of the **insured** shown in the Schedule below, we will pay **loss** that the **insured** shown in the Schedule below becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** caused by **your work**, including **completed operations**, but only if:
  - (1) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**;
  - (2) **Your work**, which causes the **pollution incident**, is performed on or after September 3, 2014; and
  - (3) The **claim** is first made against the **insured** shown in the Schedule below during the **policy period** and reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

**Schedule**

24 Hour Holdings I Corp.

2. Solely for the purpose of insurance that may be afforded for Contractors Pollution Liability Coverage pursuant to this endorsement, the following additional changes are made to the policy:

A. The following is added to **SECTION II – WHO IS AN INSURED**:

5. Any client that hires the **insured** shown in the Schedule above to perform **your work** pursuant to a written contract is an **additional insured**, provided that the **insured** shown in the Schedule above has agreed in that written contract to name such client as an **additional insured** for Contractors Pollution Liability Coverage under this policy. Each client that qualifies as an **additional insured** pursuant to the preceding sentence is an **insured**, but only with respect to its liability for **loss** caused solely by **your work** for which insurance may be afforded under paragraph 1. of this endorsement.

B. **SECTION III – EXCLUSIONS**, paragraphs 13., **Products** and 14. **Underground Storage Tanks**, are deleted in their entirety and replaced with the following:

**13. Products**

Arising from **your product** or any part of it after you have relinquished possession. This exclusion does not apply to the assembly, fabrication or installation of **your product** as part of **your work**.

**14. Underground Storage Tanks**

Arising from an **underground storage tank**. This exclusion does not apply to an **underground storage tank**:

- a. At a **scheduled location** whose existence is not known by or reported to any **responsible manager** prior to the **policy period**;
- b. At a **scheduled location** that is scheduled onto this policy by endorsement;
- c. At a **scheduled location** which has been closed, abandoned in place or removed prior to the commencement of the **policy period** in accordance with **environmental law** at the time of such closure, abandonment or removal;
- d. At a **scheduled location** that is an oil / water separator, storm water collection system, or process tank located partially in the ground; or.
- e. That is not owned, leased, operated or permitted by the **insured** and is part of or the subject of **your work**.

C. **SECTION VI – CONDITIONS**, Paragraph 16. **Transfer of Rights of Recovery Against Others to Us** is deleted in its entirety and replaced with the following:

#### 16. **Transfer of Rights of Recovery Against Others to Us**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after discovery of a **pollution incident** to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

However, we agree to waive any right of recovery that we may have against a client that qualifies as an **additional insured** under paragraph 2.A. of this endorsement if an **insured** shown in the Schedule above: (i) has agreed to waive such right of recovery in a written contract with such client; and (ii) signed such written contract prior to the performance of **your work** that gives rise to coverage under paragraph 1. of this endorsement.

Any recovery as a result of subrogation proceedings arising out of the payment of **loss** or any other amounts covered under this policy shall accrue first to us to the extent of our payment under the policy, and then to you to the extent of your deductible. Expenses incurred in such subrogation proceedings shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

D. It is hereby agreed that **SECTION VII – DEFINITIONS**, is amended with the addition of the following:

**Your work** means incidental work performed beyond the legal boundaries of an insured location to support the insureds operations.

**Completed operations** means **your work** that has been completed. **Your work** will be deemed complete at the earliest of the following times:

- a. When **your work** to be performed under a contract is completed;
- b. When **your work** to be performed at a job site has been completed; and
- c. When that part of **your work** at a job site has been put to its intended use.

**Your work** that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as **your work** that has been completed.

**Completed operations** do not include **your work** that has been abandoned.

E. It is hereby agreed that **SECTION VII – DEFINITIONS**, 16. **Insured contract** is deleted in its entirety and replaced with the following:

**16. Insured contract** means:

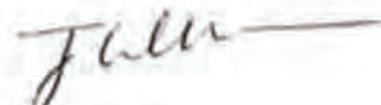
That part of any written contract for **your work** under which the **insured** shown in the Schedule above assumes the tort liability of another party to pay compensatory damages for **bodily injury, property damage** or **environmental damage** to a third person or organization, provided that such written contract is signed by such **insured** prior to the performance of **your work** that gives rise to coverage under paragraph 1. of this endorsement. For the purpose of this definition, the term "tort liability" means liability that would be imposed by law in the absence of any contract or agreement.

3. The following changes are made to the Declarations:

1. ITEM 3. Coverages and Coverage Section Limits and Deductibles is amended to include:

Coverage	Deductible Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
Contractors Pollution Liability	\$50,000	\$25,000,000	\$25,000,000

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

**Endorsement No:** 6  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

**CLAIM EXPENSE PARTIALLY OUTSIDE OF LIMITS OF LIABILITY**

It is hereby agreed that the following changes are made to the policy:

1. Item 3. of the Declarations is amended to include the following Separate Claim Expense Limit applicable to Coverages 1 – 4 to the extent purchased:

**Separate Claim Expense Limit: \$250,000**

2. **SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE** is deleted in its entirety and replaced with the following:

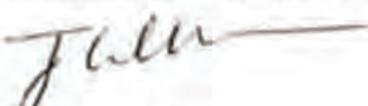
**SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE**

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of: (a) **insureds**; (b) **claims**; (c) persons or organizations making **claims**; or (d) **pollution incidents**.
2. The Policy Aggregate Limit shown in Item 4. of the Declarations and Separate Claim Expense Limit shown in Item 3. of the Declarations are the most we will pay under this policy for the sum of all applicable **loss**, **claim expense**, **emergency response expense**, **business interruption costs** and any other amounts for which insurance may be afforded under this policy. Our total liability for all insurance afforded under this policy, combined, will not exceed the Policy Aggregate Limit and Separate Claim Expense Limit shown in Item 3. and 4. of the Declarations and as set forth in this Section IV.
3. Subject to paragraph 2. above, the Coverage Section Aggregate Limit shown for each Coverage, and the Separate Claim Expense Limit shown in Item 3. of the Declarations is the most we will pay for the sum of all applicable amounts for which insurance is afforded for such Coverage including **claim expense** under this policy.
4. Subject to paragraphs 2. and 3. above, the Each Incident Limit and Separate Claim Expense Limit shown in Item 3. of the Declarations are the most we will pay for the sum of all applicable **loss**, **claim expense**, **emergency response expense**, **business interruption costs** and any other amounts for which insurance may be afforded for such Coverage arising out of a single **pollution incident**.
5. **Claim expense** first applies to and reduces the Separate Claim Expense Limit shown in Item 3. of the Declarations. Once the Separate Claim Expense Limit shown in Item 3. of the Declarations is exhausted, **claim expense**:
  - a. Is part of, and is not in addition to, the Each Incident Limit, Coverage Section Aggregate Limit, and Policy Aggregate Limit shown in Items 3. and 4. of the Declarations and as set forth in this Section IV.; and
  - b. Applies to, and reduces, the Each Incident Limit, Coverage Section Aggregate Limit and Policy Aggregate Limit shown in Items 3. and 4. of the Declarations and as set forth in this Section IV.

6. Notwithstanding anything to the contrary above, if the Policy Aggregate Limit shown in Item 3. of the Declarations is exhausted by payment of applicable **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded by this policy, or any combination of the foregoing, then the Separate Claim Expense Limit shall also be deemed exhausted and no further **claim expense** will be paid under this policy; and if the Coverage Section Aggregate Limit is exhausted by payment of applicable **loss** or **emergency response expense** and any other amounts for which insurance may be afforded by this policy, or any combination of the foregoing, then the Separate Claim Expense Limit shall also be deemed exhausted for such applicable coverage section and no further **claim expense** will be paid under this policy for such coverage section.
7. Notwithstanding the above, if insurance applies under two or more Coverages shown in Item 3. of the Declarations with respect to **loss, claim expense, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded by this policy arising out of a single **pollution incident**, the most we will pay is the highest Each Incident Limit amount available under one such Coverage applicable to the single **pollution incident**. Nothing in this paragraph shall operate to increase any Each Incident Limit or other limit shown in Items 3. and 4 of the Declarations.
8. All **loss, claim expense, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded by this policy arising out of the same, related, repeated or continuous **pollution incident** are deemed to arise out of a single **pollution incident**.
9. Subject to the limits of insurance set forth in Items 3. and 4. of the Declarations, we are liable only for that portion of **loss, claim expense, emergency response expense** and any other amounts for which insurance may be afforded by this policy in excess of the Deductible Each Incident amount shown for each Coverage in Item 3. of the Declarations. If insurance applies under two or more Coverages shown in Item 3. of the Declarations with respect to any **loss, claim expense, emergency response expense**, and any other amounts for which insurance may be afforded by this policy arising out of a single **pollution incident**, only the highest applicable Deductible Each Incident amount shown in Item 3. of the Declarations applies.
10. The Deductible Each Incident amount is your obligation to pay and applies to any **loss, claim expense, emergency response expense** or any other amounts for which insurance may be afforded by this policy arising from a single **pollution incident**. We may choose to advance payment of any part or all of the Deductible Each Incident amount to effect settlement of any **claim**, or to pay **clean-up costs, emergency response expense, claim expense** or any other amounts for which insurance may be afforded by this policy and, upon notification of the action taken, you shall promptly reimburse us for the Deductible Each Incident amount that has been paid by us.

All other terms and conditions of this policy remain unchanged.

By:

  
Joseph Cellura

Title: President, North American Casualty Division  
Date: October 16, 2017

**Endorsement No:** 7  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
**forms a part of Policy No:** 0309-1873  
**Issued to:** 24 Hour Holdings I Corp.  
**by:** Allied World National Assurance Company

DISCLOSED DOCUMENT SCHEDULE

It is hereby agreed that for the purpose of **SECTION III – EXCLUSIONS, 9. Known Pollution**, any **pollution incident** set forth in the following listed document(s) is deemed disclosed to us.

Document List

24 Hour Fitness Facilities Management Process Document, Water Leak Preparedness & Resolution Process

24 Hour Fitness Facilities Playbook, dated January 2014

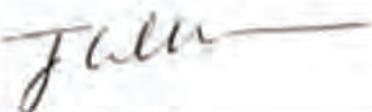
24 Hour Fitness Notice of Sprinkler Repair, Premises at 1285 Ridgeway Road, Memphis, TN, dated September 13, 2013

Health Directive, from Shelby County Health Department, to 24 Hour Fitness, dated June 21, 2013

Health Directive Rescind Notice, from Shelby County Health Department, to 24 Hour Fitness, dated October 10, 2013

All other terms and conditions of this policy remain unchanged.

By:



Joseph Cellura

Title: President, North American Casualty Division

Date: October 16, 2017

**Endorsement No:** 8  
This endorsement, effective:  
forms a part of Policy No:  
Issued to:  
by:

September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as  
shown in Item 1. of the Declarations)  
0309-1873  
24 Hour Holdings I Corp.  
Allied World National Assurance Company

MULTI-YEAR POLICY TERM – MINIMUM EARNED PREMIUM

It is hereby agreed that **SECTION VI – CONDITIONS**, 3. **Cancellation** is deleted in its entirety and replaced with the following:

3. Cancellation

a. In the event of cancellation of this policy, the minimum earned premium that we are entitled to retain will be calculated based on the following rules.

If:	Then:
The effective date of cancellation is prior to September 3, 2018	The minimum earned premium is 25% of the total premium charged for the policy.
The effective date of cancellation is on or after September 3, 2018 and prior to September 3, 2019,	The minimum earned premium is 50% of the total premium charged for the policy.
The effective date of cancellation is on or after <b>Error! Reference source not found.</b>	The minimum earned premium is one hundred percent (100%) of the total premium charged for the policy.

b. The **first named insured** may cancel this policy by mailing or delivering to us advance written notice of cancellation. If the **first named insured** cancels this policy, we will calculate return premium on a pro rata basis after applying the minimum earned premium shown in paragraph a. above.

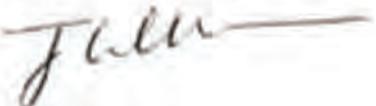
c. We may cancel this policy for non-payment of premium or your failure to reimburse us for any Deductible Amount paid by us by mailing or delivering to the **first named insured** written notice of cancellation at least ten (10) days before the effective date of cancellation.

d. We may cancel this policy due to fraud or a material misrepresentation or concealment by any **insured** by mailing or delivering to the **first named insured** written notice of cancellation at least ninety (90) days before the effective date of cancellation. During the first sixty (60) days of such cancellation notice period, the **first named insured** may attempt to cure the circumstances that formed the basis of such notice of cancellation and request that we rescind our notice of cancellation. We will consider any such request and determine, in our sole discretion, whether or not to rescind the notice of cancellation.

e. We will mail or deliver our notice of cancellation to the **first named insured**'s last mailing address known to us. Our notice of cancellation will state the effective date and hour of cancellation of the policy. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice. If we cancel this policy, we will calculate return premium on a pro rata basis after applying the minimum earned premium shown in paragraph a. above.

All other terms and conditions of this policy remain unchanged.

By:

  
**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

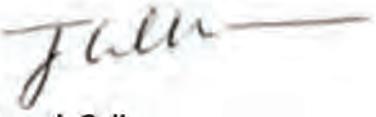
**Endorsement No:** 9  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
**forms a part of Policy No:** 0309-1873  
**Issued to:** 24 Hour Holdings I Corp.  
**by:** Allied World National Assurance Company

**MICROBIAL MATTER DEFINITION AMENDMENT**

It is hereby agreed that **SECTION VI – DEFINITIONS**, 18. **Microbial matter** is deleted in its entirety and replaced with the following:

**Microbial matter** means fungi, mold, bacteria or viruses which reproduce through the splitting of cells, the release of spores or by any other means, whether or not such **microbial matter** is living.

All other terms and conditions of this policy remain unchanged.

By:   
**Joseph Cellura**

Title: **President, North American Casualty Division**  
Date: **October 16, 2017**

**Endorsement No:** 10  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

ADDITIONAL NAMED INSURED(S)

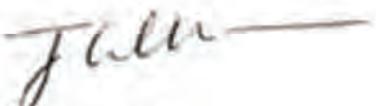
It is hereby agreed that for the purpose of paragraph 2. of **SECTION II – WHO IS AN INSURED**, each person or entity identified below is a **named insured**.

ADDITIONAL NAMED INSURED(S)

24 Hour Holdings I Corp (Delaware)
24 Hour Holdings II LLC (Delaware)
24 Hours Fitness Worldwide, Inc. (Delaware)
24 Hour Fitness United States, Inc. (Delaware)
24 Hour Fitness USA, Inc. (California)
24 Hour Fitness Holdings, LLC (Delaware)
24 Hour Fitness International, Inc. (Delaware)
Two 4 One, LLC (Delaware)
24 Hour Fitness Helping Hands Foundation (California)
24 San Francisco, LLC (Delaware)
24 Denver, LLC (Delaware)
24 New York, LLC (Delaware)
RS FIT Holdings LLC (Delaware)
RS FIT CA LLC (Delaware)
RS FIT NW LLC (Delaware)

All other terms and conditions of this policy remain unchanged.

By:

  
Joseph Cellura

Title: President, North American Casualty Division

Date: October 16, 2017

Endorsement No: 11  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

AMENDMENT OF NON-OWNED LOCATION COVERAGE – SPECIFIED RETROACTIVE DATE

It is hereby agreed that **SECTION I – INSURING AGREEMENTS**, 3. Blanket Non-Owned Location Coverage is deleted in its entirety and replaced with the following:

**3. Blanket Non-Owned Location Coverage**

a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury**, **property damage** or **environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **non-owned location**, provided that:

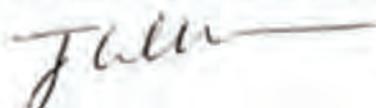
(1) The waste or recyclable materials are delivered to the **non-owned location** on or after the Non-owned Location Retroactive Date set for below;

Non-owned Location Retroactive Date: September 3, 2014

(2) The **pollution incident** results in a **claim** for **bodily injury**, **property damage** or **environmental damage**; and

(3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable

All other terms and conditions of this policy remain unchanged.



By:

Joseph Cellura

Title: President, North American Casualty Division

Date: October 16, 2017

**Endorsement No:** 12  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

**AMENDMENT OF OTHER INSURANCE CONDITION**

It is hereby agreed that **SECTION V- CONDITIONS, 11. Other Insurance** is deleted in its entirety and replaced with the following:

**11. Other Insurance**

If other valid and collectible insurance is available to the **insured** for coverage afforded by this policy, our obligations are limited as follows:

**a. Primary Insurance**

Upon exhaustion of the applicable Self-Insured Retention, this insurance is primary. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph b. below.

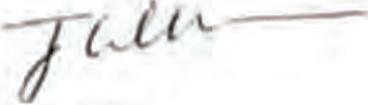
**b. Method of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of all insurers.

All other terms and conditions of this policy remain unchanged.

By:

  
**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

**Endorsement No:** 13  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

#### **REAL ESTATE ENVIRO-SUITE IV**

It is hereby agreed that the following changes are made to the policy:

1. **SECTION VI – CONDITIONS**, is amended to include the following:

##### **Acquired Locations**

1. Any location initially purchased, leased or otherwise acquired by you during the **policy period**, where the use and occupancy of the entire location consists of one or more of the following: Fitness Facilities/Health Clubs, All Other Commercial, Vacant Land, shall be considered a **scheduled location** (except as to any Excluded Use or Occupancy shown in paragraph 3. below), for a period of ninety (90) days from the **closing or lease effective date** but only with respect to a **pollution incident** that first commences on or after the **closing or lease effective date**.
2. Any location initially purchased, leased or otherwise acquired by you during the **policy period**, where the use and occupancy of the entire location consists of one or more of the following: Fitness Facilities/Health Clubs, All Other Commercial, Vacant Land, shall be considered a **scheduled location** (except as to any Excluded Use or Occupancy shown in paragraph 3. below), provided you pay the additional premium due and all of the conditions precedent to such coverage set forth in paragraphs a. through c. below are fully satisfied:
  - a. We must receive written notice of your purchase, lease or other acquisition of the location as follows: ninety (90) days. For each location, such notice must include all of the following: the physical address, **closing or lease effective date**, the type of use and occupancy for such location, and corresponding square footage, units, acres or other applicable Rating Unit set forth in paragraph 4.a. below. However, if such notice is not provided for a particular location within the ninety (90) days, we will consider a written request by you to add that location by separate endorsement; and
  - b. You receive a Phase I Environmental Site Assessment report for the location that has been prepared for you by a qualified environmental consultant, provided that the assessment is conducted and the related report is prepared in accordance with ASTM Standard E 1527-05 (or subsequent revisions thereto). Such Phase I Environmental Site Assessment report must have been prepared within one year before the **closing or lease effective date**; or

You receive a Phase I Environmental Site Assessment report for the location that has been prepared for a third-party by a qualified environmental consultant, provided that the assessment is conducted and the related report is prepared in accordance with ASTM Standard E 1527-05 (or subsequent revisions thereto), and the consultant that performed the assessment and prepared the report has given you written confirmation that you are entitled to rely on the statements, recommendations and conclusions of that report. Such Phase I Environmental Site Assessment report must have been prepared within one year before the **closing or lease effective date**; and

- c. If the Phase I Environmental Site Assessment report does not identify any Recognized Environmental Condition(s), as defined by ASTM Standard E 1527-05 (as may be subsequently revised), and does not identify any Historical Recognized Environmental Condition(s) or Controlled Recognized Environmental Condition the location shall be added to the policy as a **scheduled location** effective as of the **closing or lease effective date** for

a **pollution incident** that first commences after the **closing or lease effective date**, provided the **location** is endorsed onto the policy, the additional premium is paid when due and coverage is subject to all other terms, conditions and exclusions of the policy; or

If the Phase I Environmental Site Assessment report identifies one or more Recognized Environmental Condition(s), Controlled Recognized Environmental Condition(s) or Historical Recognized Environmental Condition(s), the location shall be added to the policy as a **scheduled location** effective as of the **closing or lease effective date** for a **pollution incident** that first commences on or after the **closing or lease effective date**, provided the location is endorsed onto the policy, the additional premium is paid when due and coverage is subject to all other terms, conditions and exclusions of the policy. Notwithstanding the foregoing, each Recognized Environmental Condition, Historical Recognized Environmental Condition and Controlled Recognized Environmental Condition shall not be considered disclosed for purposes of Exclusion 9. Known Pollution in **SECTION III – EXCLUSIONS** of the policy unless, and to the extent that such Recognized Environmental Condition, Historical Environmental Condition and Controlled Environmental Condition is specifically endorsed onto the policy for coverage.

3. You may complete a Phase II Environmental Site Assessment or provide written confirmation from the consultant who prepared the Phase I Environmental Site Assessment report that no further investigation or remediation is warranted based on the nature of the Recognized Environmental Condition(s), Controlled Recognized Environmental Condition(s) and Historical Recognized Environmental Condition(s), and provide us with such written confirmation or the applicable Phase II Environmental Site Assessment report along with a request to evaluate the location for additional coverage. Upon our receipt of such documentation, we shall endeavor to review the Phase II Environmental Assessment report or written confirmation within thirty (30) days. We reserve the right to limit coverage with respect to any Recognized Environmental Condition(s), Controlled Recognized Environmental Condition(s) and Historical Recognized Environmental Condition(s) or other conditions at the location in our sole discretion. If additional coverage is provided, we shall provide you with a separate written endorsement confirming the extent of coverage being afforded including coverage, if any, with respect to any Recognized Environmental Condition(s), Controlled Recognized Environmental Condition(s) and Historical Recognized Environmental Condition(s) identified at the location, and the additional premium due.
4. Notwithstanding anything in this endorsement to the contrary, the insurance afforded under this policy does not apply to any **pollution incident** on, at, under or migrating from the portion of the location where any Excluded Use or Occupancy shown below did or does exist.

<b>Excluded Use or Occupancy</b>
Manufacturing, Industrial, Chlorinated Solvent Dry Cleaning Operations; Gas Stations; Hotel(s)

You may request that we evaluate any Excluded Use or Occupancy for coverage. If such a request is made, we will notify you of the information that we require to consider your request. Upon our receipt of the requested information, we shall endeavor to complete our review within thirty (30) days. We reserve the right to limit coverage with respect to any Excluded Use or Occupancy in our sole discretion. If additional coverage is provided, we shall provide you with a separate written endorsement confirming the extent of coverage being afforded, and the additional premium due.

5. For a location that is added to this policy as a **scheduled location** pursuant to the terms of this Endorsement, the additional premium for such location will be calculated as follows:
  - a. For each Use and Occupancy shown below applicable to the location, the additional premium is the Rate associated with such Use and Occupancy multiplied by the number of rating units reported to us and associated with such Use and Occupancy, and adjusted according to the Rate Basis indicated below.

Use and Occupancy	Rating Unit	Rate	Minimum AP
Fitness Facility/Health Clubs	Less than 15,000 sq. ft.	\$250.00	N/A
	15,000 sq. ft. and greater	\$500.00	
All Other Commercial	Less than 15,000 sq. ft.	\$500.00	N/A
	15,000 sq. ft. and greater	\$750.00	
Vacant Land	acre	\$150.00	

The Rate above shall apply on the following Rate Basis:

Pro Rate as of the **closing or lease effective date**  
 Flat Rate

If a Minimum Additional Premium (AP) is specified and the premium derived by the calculation specified in this paragraph is less than the Minimum Additional Premium, the Minimum Additional Premium shall apply for each such location.

b. To calculate the premium due for any additional coverage that is requested by you and added by us to this policy by separate endorsement, we will apply our usual and customary rating methodologies.

2. **SECTION II – WHO IS AN INSURED**, is amended as follows:

A. The following is added:

**Additional Insureds – Blanket Lender**

If the **named insured** is required by a written contract to name a lender (mortgagee) as an **additional insured** under this policy as a result of the lender's financing of a **scheduled location**, such lender is included as a mortgagee **additional insured**. Coverage for such mortgagee **additional insured** applies under this policy:

1. Solely to the mortgagee **additional insured's** liability arising out of the **named insured's** ownership, operation, maintenance or use of the **scheduled location** as to which the mortgagee **additional insured** is the lender;
2. Only if the mortgagee **additional insured** is named in a suit as a co-defendant with the **named insured**, alleging the mortgagee **additional insured** is liable on the basis described in paragraph 1 above;
3. Only if the written contract which requires the **named insured** to name the lender as an **additional insured** is executed by all parties prior to the assertion of a **claim** against the **named insured** or the mortgagee **additional insured**; and
4. For purposes of **SECTIONS II – VII** of the policy each mortgagee **additional insured** defined by this endorsement shall be deemed an **insured**.

B. The following is added:

**Lender Liability**

It is hereby agreed the existence of legal protection available to a mortgagee **additional insured** as a result of such mortgagee **additional insured's** status as a lender to a **named insured** for financing of a **scheduled location**, as established by 42 U.S.C. Section 9601 (20)(E) – (G) of the Comprehensive Environmental Response, Compensation and Liability Act or similar statutory protections promulgated by a State, shall not void coverage for such mortgagee **additional insured** under this policy.

Any voluntary or involuntary failure of such mortgagee **additional insured** to qualify for the lender liability protection as established by 42 U.S.C. Section 9601 (20)(E) – (G) of the Comprehensive Environmental Response, Compensation and Liability Act or similar statutory protections promulgated by a State of the United States, shall not void coverage for such mortgagee **additional insured** under this policy.

C. The following is added:

**Advancement of Mortgagee Additional Insured**

In the event a mortgagee **additional insured** forecloses or otherwise acquires fee simple title to a **scheduled location**, such mortgagee **additional insured** shall qualify as a **named insured** on the policy, but solely with respect to the **scheduled location** upon which it has foreclosed or otherwise acquired fee simple title. The mortgagee **additional insured** must notify us of their acquisition of any **scheduled location**, in writing, within thirty (30) days, and forward to us all necessary documents evidencing such acquisition.

3. **SECTION III – EXCLUSIONS**, is amended as follows:

A. Paragraph 1. **Asbestos and Lead**, is deleted in its entirety and replaced with the following:

**Asbestos and Lead-based Paint**

Arising from lead-based paint or asbestos in any form, including asbestos-containing materials in or on any building or other structure.

This exclusion does not apply to:

- a. A **claim for bodily injury or property damage**;
- b. That portion of **clean-up costs** to remediate soil, surface water or groundwater; or
- c. That portion of **clean-up costs** that arise out of the inadvertent disturbance of lead-based paint or asbestos in any form, including asbestos-containing materials in or on any building or other structure.

4. **SECTION VII – DEFINITIONS**, is amended as follows:

A. Paragraph 27., **Restoration costs**, is deleted in its entirety and replaced with the following:

**Restoration costs** means reasonable and necessary expenses incurred by you, with our prior written consent, to repair or replace real or personal property that was damaged during the course and as a result of clean-up activities following a **pollution incident** to which this insurance applies. **Restoration costs** shall not exceed the replacement cost of such real or personal property and shall not include any improvement or betterment to the damaged property unless it is a **green improvement**.

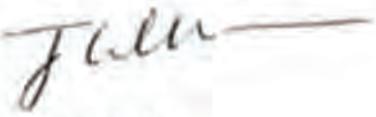
B. The following are added:

**Closing or lease effective date** means the date on which the sale, lease or other acquisition of the location becomes final and you take possession.

**Green improvement** means products or materials which are certified to conserve natural resources, reduce energy or water consumption, avoid toxic emissions, or otherwise minimize environmental impact by ANSI/ASHRAE/USGBC/IES Standard 189.1, the Leadership in Energy and Environmental Design (LEED®), U.S. Green Building Council, Energy Star Rating System, Global Green USA or any other "green" rating system we approve in writing.

All other terms and conditions of this policy remain unchanged.

By:

  
**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

**Endorsement No:** 14  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

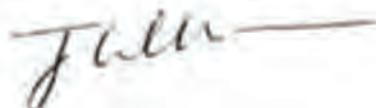
**SCHEDULE OF INSURED CONTRACT(S)**

It is hereby agreed that for the purpose of **SECTION VII - DEFINITIONS**, 16. **Insured contract**, each document listed in the Schedule below is an **insured contract**.

**Schedule**

Any written lease agreement for a scheduled location executed by the insured in the normal course of their business, provided such lease and all written modifications thereto are executed prior to a claim or discovery of a pollution incident

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

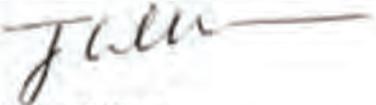
**Endorsement No:** 15  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

**SELF-INSURED RETENTION**

It is hereby agreed that the following changes are made to the policy:

1. The phrase "**Deductible Each Incident**" set forth in Item 3. of the Declarations is deleted in its entirety and replaced with the phrase "**Self-Insured Retention Each Incident**."
2. All references in the policy to "deductible" are hereby deleted in their entirety and replaced with the phrase "self-insured retention," and all references in the policy to "deductible each incident" are hereby deleted in their entirety and replaced with the phrase "self-insured retention each incident."
3. All references in the policy to "**SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE**" are deleted in their entirety and replaced with the phrase "**SECTION IV – LIMITS OF INSURANCE AND SELF-INSURED RETENTION**."

All other terms and conditions of this policy remain unchanged.

By:   
Joseph Cellura

Title: President, North American Casualty Division  
Date: October 16, 2017

**Endorsement No:**  
This endorsement, effective:  
  
forms a part of Policy No:  
Issued to:  
by:

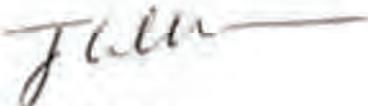
16  
September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as  
shown in Item 1. of the Declarations)  
0309-1873  
24 Hour Holdings I Corp.  
Allied World National Assurance Company

TRANSPORTATION TO AND FROM A SCHEDULED LOCATION

1. It is hereby agreed that **SECTION VII – DEFINITIONS**, 30. **Transportation**, is deleted in its entirety and replaced with the following:  
  
30. **Transportation** means the movement of goods, products, merchandise, supplies, waste or recyclable materials to or from a **scheduled location**, in a **conveyance**, by the **insured** or by a third party carrier properly licensed to transport such goods, products, merchandise, supplies or waste, from the time of movement: (i) from a **scheduled location** until delivery to the final destination; or (ii) from the point of origin until delivery to a **scheduled location**. **Transportation** includes the movement of goods, products, merchandise, supplies, waste or recyclable materials into, onto or from a **conveyance**.

All other terms and conditions of this policy remain unchanged.

By:

  
Joseph Cellura

Title: President, North American Casualty Division  
Date: October 16, 2017

**Endorsement No:** 17  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
**forms a part of Policy No:** 0309-1873  
**Issued to:** 24 Hour Holdings I Corp.  
**by:** Allied World National Assurance Company

**TRANSPORTATION COVERAGE – NEW TRANSPORTATION ACTIVITIES**

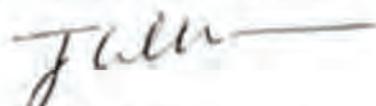
It is hereby agreed that **SECTION I. INSURING AGREEMENTS, 4. Blanket Transportation Coverage** is deleted in its entirety and replaced with following:

**4. Blanket Transportation Coverage**

a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** that is caused by and takes place during the course of **transportation**, provided that:

- (1) The **transportation** takes place on or after the **Transportation Date**, set forth below, and in the **coverage territory**;
- (2) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**; and
- (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

**Endorsement No:** 18  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

**INSURED LOCATION DEFINITION AMENDMENT**

It is hereby agreed that the following changes are made to the policy:

1. **SECTION VI -- DEFINITIONS**, 21. **Insured location**, is deleted in its entirety and replaced with the following:

**21. Insured location** means:

- a. the **location(s)** entered in Item 5. of the Declarations; and
- b. an **inadvertently omitted location**.

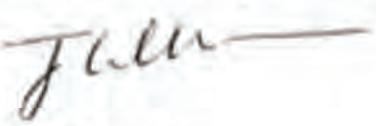
2. The following definition is added to **SECTION VI – DEFINITIONS**:

**Inadvertently omitted location** means a **location** in the **coverage territory**: (a) in which you have an ownership or leasehold interest on the day before the first day of the **policy period**, and (b) that you inadvertently omitted from the materials submitted to us during the Application process, provided that:

- i. the nature and scope of insurance afforded under this policy for such **location** complies, in all material respects, with our underwriting guidelines applicable on the day before the first day of the **policy period**;
- ii. at all times during the **policy period**, the use of and operations at such **location** are similar to the use of and operations at the **locations** listed in Item 5. of the Declarations;
- iii. such **location** poses no greater risk of loss, injury or damage arising out of a **pollution incident** than the **locations** listed in Item 5. of the Declarations;
- iv. if an insured becomes aware of the inadvertent omission of such **location**, you report such **location** to us, in writing, as soon as practicable after becoming aware of it; and
- v. you pay any additional premium associated with such **location** and charged by us, when due.

All other terms and conditions of this policy remain unchanged.

By:

  
Joseph Cellura

Title: President, North American Casualty Division

Date: October 16, 2017

**Endorsement No:** 19  
This endorsement, effective: September 3, 2017  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
forms a part of Policy No: 0309-1873  
Issued to: 24 Hour Holdings I Corp.  
by: Allied World National Assurance Company

**UNINTENTIONAL ADDRESS CHANGE**

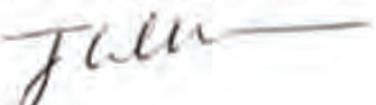
It is hereby agreed that the following is added to SECTION V., CONDITIONS:

**Unintentional Address Change**

Where an **insured location** or other property is identified by address in this Policy and, subsequent to the first day of the **policy period**, the address for any such **insured location** or property is changed by a Federal, State, Municipal or other governmental authority, we agree such address change shall not prejudice any of our or your rights or obligations under this Policy.

All other terms and conditions of this policy remain unchanged.

By:

  
**Joseph Cellura**

Title: **President, North American Casualty Division**  
Date: **October 16, 2017**

**Endorsement No:**

This endorsement, effective:

20

September 3, 2017

(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)

forms a part of Policy No:

0309-1873

Issued to:

24 Hour Holdings I Corp.

by:

Allied World National Assurance Company

ADDITION OF SCHEDULED LOCATIONS, RETROACTIVE DATE, COVERAGES, LIMITS AND DEDUCTIBLES

1. It is hereby agreed that each location set forth below is included in Item 5. of the Declarations as an **insured location**, subject to all of the terms and conditions of the policy, and subject to the following changes to Item 7., Retroactive Date of the Declarations:

<b>Item 5: Insured Locations:</b>				<b>Item 7. Retroactive Date</b>
498 S Boulder Hwy	Henderson	NV	89015	01/13/2017
5959 W Century Blvd	Los Angeles	CA	90045	02/03/2017
18200 Yorba Linda Blvd	Yorba Linda	CA	92886	09/03/2016
23750 Alessandro Blvd	Moreno Valley	CA	92553	10/31/2015
295 E Caroline St, Ste A	San Bernardino	CA	92408	12/23/2015
700 E Redlands Blvd A11-A12	Redlands	CA	92373	06/30/2015
4255 Campus Dr #A-150	Irvine	CA	92612	09/30/2016
2605 South Eastern	Las Vegas	NV	89109	12/09/2016
600 Newport Center Dr.	Newport Beach	CA	92660	08/14/2015
303 Third Street	Huntington Beach	CA	92648	12/16/2016
641 S Rancho Sante Fe Rd	San Marcos	CA	92069	10/14/2016
2121 W. Danforth Rd.	Edmond	OK	73003	06/15/2016
647 SW 19th Street	Moore	OK	73160	06/15/2016
14651 Sprague St.	Omaha	NE	68116	06/15/2016
8966 West Bowles Ave	Littleton	CO	80123	09/30/2015
193 Chambers Bridge Rd	Brick	NJ	08723	11/18/2016
7528 Queen's Boulevard	Elmhurst	NY	11373	02/10/2017
298 West 231st Street	Bronx	NY	10463	Divestiture date
2100 Bartow Avenue	Bronx	NY	10475	09/30/2016
350 US Highway 46	Wayne	NJ	07470	09/30/2016
2718 North 118th Circle	Omaha	NE	68164	06/15/2016
1805 Hwy 121	Bedford	TX	76022	06/30/2015
14885 W. Clayton Road	Chesterfield	MO	63017	06/15/2016
215 Arnold Crossroads	Arnold	MO	63010	06/15/2016
10920 FM 1960 West	Houston	TX	77070	07/17/2015
2121 N. 550 West	Provo	UT	84604	12/04/2015
84th & Giles Rd.	Papillion	NE	68138	06/15/2016
3935 S. 147th St.	Omaha	NE	68144	06/15/2016
Bolger Square Shopping Center	Independence	MO	64055	06/15/2016
1095 Regency Parkway	St. Charles	MO	63303	06/15/2016
12075 Metcalf	Overland Park	KS	66213	06/15/2016
7420 Metcalf Avenue	Overland Park	KS	66204	06/15/2016
229 Queen Anne Avenue North	Seattle	WA	98109	09/11/2015
8600 Ward Pkwy	Kansas City	MO	64114	06/15/2016
11311 W. 64th St., Shawnee, KS	Shawnee	KS	66203	06/15/2016
12526 Totem Lake Boulevard NE	Kirkland	WA	98034	04/30/2016
2490 Kalakaua Ave.	Honolulu	HI	96815	10/07/2016
2632 Somersville Road	Antioch	CA	94509	12/16/2016
10320 Manchester Road	Kirkwood	MO	63122	06/15/2016
7777 Cass St	Omaha	NE	68114	06/15/2016
124th Place & Blackfoot Dr	Olathe	KS	66062	06/15/2016

900NE Deerbrook	Lee's Summit	MO	64086	06/15/2016
E Frank Wright Lloyd Bldg	Scottsdale	AZ	85260	06/30/2016
3400 Bernard	Bakersfield	CA	93306	Divestiture date
1505 140th Ave NE	Bellevue	WA	98005	Divestiture date
2234 Rutherford Rd.	Carlsbad	CA	92008	Divestiture date
5420 Philadelphia Street, Ste A	Chino	CA	91710	Divestiture date
8101 E Bellevue Ave Ste A-20	Denver	CO	80237	Divestiture date
8150 South Quebec St.	Englewood	CO	80112	Divestiture date
10200 Juniper Ave	Fontana	CA	92335	Divestiture date
40910 Fremont Blvd	Fremont	CA	94538	Divestiture date
1456 Railroad Ave	Livermore	CA	94550	Divestiture date
1285 Ridgeway Rd.	Memphis	TN	38119	Divestiture date
2213 El Camino Real	Oceanside	CA	92037	Divestiture date
915 W. Parker Rd. Ste 310, 311, 31	Plano	TX	75023	Divestiture date
7690 Limonite	Riverside	CA	92509	Divestiture date
701 Montgomery St	Westlake Village	CA	91362	Divestiture date

2. It is further agreed that with respect to each above-listed insured location, Item 2., of the Declarations is deleted and replaced with the following:

**Item 2. Policy Period: From September 3, 2017 To September 3, 2020  
12:01 AM STANDARD TIME AT THE ADDRESS SHOWN IN ITEM 1.**

3. It is further agreed that with respect to each above-listed insured location, Item 3., of the Declarations is deleted and replaced with the following:

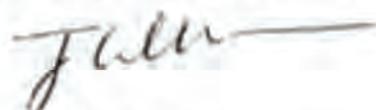
**Item 3. Coverages and Coverage Section Limits and Deductibles:**

This policy includes only those coverages as stated in Section I of the Policy for which deductibles and limits of liability appear below.

Coverage	Deductible-Each Incident	Each Incident Limit	Coverage Section Aggregate Limit
1	\$50,000	\$25,000,000	\$25,000,000
2	N/A	N/A	N/A
3	N/A	N/A	N/A
4	N/A	N/A	N/A

Coverage	Business Interruption – Deductible - Days	Each Incident Limit	Coverage Section Aggregate Limit
5	N/A	N/A	N/A

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title: **President, North American Casualty Division**

Date: **October 16, 2017**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism: to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding the statutorily established deductible that must be met by the Company, and which deductible is based on a percentage of the Company's direct earned premiums for the year preceding the Certified Act of Terrorism.

The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a calendar year and the Company has met its deductible under the Act, the Company shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Certified Acts of Terrorism.

The portion of your premium that is attributable to coverage for Certified acts of terrorism is \$2,337.00, and does not include any charges for the portion of losses covered by the United States government under the Act.

**POLICYHOLDER DISCLOSURE STATEMENT  
UNDER THE  
TERRORISM RISK INSURANCE ACT**

The Insured is hereby notified that under the federal Terrorism Risk Insurance Act, as amended, (the "Act"), the Insured has a right to purchase insurance coverage for Losses arising out of an Act of Terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means an act certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside of the United States in case of certain air carriers or vessels or the premises of a U.S. mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. The Insured should read the Act for a complete description of its coverage. The Secretary's decision to certify or not to certify an event as an Act of Terrorism covered by the Act is final and not subject to review.

Coverage provided by this policy for losses caused by a Certified Act of Terrorism may be partially reimbursed by the United States Government under a formula established by federal law. However, the insured's policy may contain other exclusions that might affect coverage, such as an exclusion for nuclear events. Under the formula, the United States Government will generally reimburse 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020, of covered terrorism losses exceeding a statutorily established deductible that must be met by the company, and which deductible is based on a percentage of the company's direct earned premiums for the year preceding the Certified Act of Terrorism.

Be advised that the Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap on all losses resulting from Certified Acts of Terrorism. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a Calendar Year, the United States Government shall not make any payment for any portion of the amount of such loss that exceeds \$100 billion. If aggregate insured losses attributable to Certified Acts of Terrorism exceed \$100 billion in a Calendar Year and we have met our deductible under the Act, we shall not be liable for payment of any portion of the losses that exceeds \$100 billion, and in such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Coverage for "insured losses" as defined in the Act is subject to the coverage terms, conditions, amounts and limits in this policy applicable to losses arising from events other than Certified Acts of Terrorism.

The Insured should know that under federal law, the Insured is not required to purchase coverage for losses caused by Certified Acts of Terrorism.

Please indicate the selection of the Insured below.

The Insured hereby elects to purchase coverage in accordance with the Act for a premium of \$2,337.00

The Insured hereby rejects coverage and accepts reinstatement of the exclusion in accordance with the Act.

Signature of Insured

Insured Name: 24 Hour Holdings I Corp.

Print/Title

Policy Number: 0309-1873

Date



## **Scheduled Location Pollution Liability Policy**

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## Scheduled Location Pollution Liability Policy

Terms that appear in bold print, other than those appearing in headings, are defined terms. Refer to **SECTION VII – DEFINITIONS** and **SECTION II – WHO IS AN INSURED**. Throughout this policy the words "you" and "your" refer to the **first named insured** and any other person or organization qualifying as a **named insured** under this Policy. The words "we," "us" and "our" refer to the Company providing this insurance.

CERTAIN INSURING AGREEMENTS IN THIS POLICY REQUIRE THAT A CLAIM BE FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY IN WRITING DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD, IF APPLICABLE. IN ADDITION TO OTHER LIMITATIONS ON COVERAGE, PAYMENT OF CLAIM EXPENSE REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY TO DETERMINE RIGHTS, DUTIES AND WHAT IS AND IS NOT COVERED.

In consideration of the payment of the premium and in reliance upon the statements and information in the Application and all information submitted in support thereof, we agree to provide coverage as follows.

EACH INSURING AGREEMENT BELOW IS IN EFFECT ONLY IF LIMITS OF INSURANCE ARE SHOWN FOR THE PARTICULAR INSURING AGREEMENT IN ITEM 3. OF THE DECLARATIONS.

### SECTION I – INSURING AGREEMENTS

#### 1. Pre-existing Conditions Coverage

- a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:
  - (1) The **pollution incident** results in a **claim for bodily injury, property damage or environmental damage**;
  - (2) The **pollution incident** first commenced prior to the **retroactive date**; and
  - (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.
- b. We will pay **clean-up costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:
  - (1) The **pollution incident** first commenced prior to the **retroactive date**; and
  - (2) The **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**.

#### 2. New Conditions Coverage

- a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:
  - (1) The **pollution incident** results in a **claim for bodily injury, property damage or environmental damage**;
  - (2) The **pollution incident** first commenced on or after the **retroactive date**; and
  - (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

b. We will pay **clean-up costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **scheduled location**, provided that:

- (1) The **pollution incident** first commenced on or after the **retroactive date**; and
- (2) The **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**.

### 3. Blanket Non-Owned Location Coverage

a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** on, at, under or migrating from a **non-owned location**, provided that:

- (1) The waste or recyclable materials are delivered to the **non-owned location** on or after the **retroactive date**;
- (2) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**; and
- (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

### 4. Blanket Transportation Coverage

a. On behalf of the **insured**, we will pay **loss** that the **insured** becomes legally obligated to pay because of **bodily injury, property damage or environmental damage** resulting from a **pollution incident** that is caused by and takes place during the course of **transportation**, provided that:

- (1) The **transportation** takes place on or after the **retroactive date** and in the **coverage territory**;
- (2) The **pollution incident** results in a **claim** for **bodily injury, property damage or environmental damage**; and
- (3) The **claim** is first made against the **insured** during the **policy period** and reported to us, in writing, during the **policy period** or extended reporting period, if applicable.

### 5. Business Interruption Coverage

a. We will pay **business interruption costs** resulting from **business interruption** caused solely and directly by a **pollution incident** on, at or under a **scheduled location**, provided that:

- (1) The **pollution incident** first commenced prior to the **retroactive date** if you have purchased the pre-existing conditions coverage described in SECTION I – INSURING AGREEMENTS, 1. Pre-existing Conditions Coverage, or the **pollution incident** first commenced on or after the **retroactive date** if you have purchased the new conditions coverage described in SECTION I – INSURING AGREEMENTS, 2. New Conditions Coverage;
- (2) The **pollution incident** is first discovered during the **policy period**; and
- (3) You report the **business interruption** to us, in writing, during the **policy period**.

## 6. Our Rights and Duties in the Event of a Pollution Incident or Claim

### a. Defense

We have the right and duty to defend the **insured** against any **claim**, to which this insurance applies, by the payment of **claim expense**. We have the right to select legal counsel to defend the **insured** against any such **claim**. However, we will have no duty to defend the **insured** against any **claim** to which this insurance does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** that may result. But:

- (1) The amount we will pay for **loss** and any other amounts for which insurance may be afforded under this policy is limited as set forth in SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE; and
- (2) Our right and duty to defend end when the applicable Limit of Insurance as set forth in SECTION IV - LIMITS OF INSURANCE AND DEDUCTIBLE has been used up or tendered into court.

### b. Settlement

When we present a settlement offer to the **insured** that is acceptable to a claimant and within the applicable Limits of Insurance or Deductible Each Incident amount, and the **insured** rejects the proposed settlement of the **claim** for the amount of the settlement offer, our duty to defend the **claim** shall end and the **insured** shall defend the **claim** at the **insured**'s own expense. In that event, our liability shall not exceed the amount of the settlement offer that was rejected by the **insured**, plus the amount of **claim expense** incurred up to and including the date of such rejection by the **insured**, less any outstanding deductible amounts. For the purpose of this paragraph, rejection of the proposed settlement offer includes the **insured**'s failure to accept, in writing, the proposed settlement offer within five (5) calendar days of the **insured**'s receipt of such offer.

### c. Clean-up

We also have the right, but not the duty, to assume direct control of any clean-up, investigation, abatement, containment, treatment, removal, remediation, monitoring or disposal activities to which this insurance applies. In the event we exercise such right, all amounts we incur which are **loss**, **clean-up costs**, **emergency response expense**, **business interruption costs**, or any other amount for which coverage may be afforded under this policy will reduce the applicable Deductible and Limits of Insurance according to SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE.

## SECTION II – WHO IS AN INSURED

1. **The first named insured** means the person or entity designated in Item 1. of the Declarations. This person or entity is responsible for payment of all premiums and deductibles and any applicable co-insurance obligations, and shall act on behalf of all other **insureds** for the giving and receiving of notice of cancellation or non-renewal, receipt and acceptance of the policy when issued and any endorsement issued during the **policy period**, receipt of any return premiums that become payable under this policy, the addition or reduction of coverage, and the exercise of the right, if any, to purchase an optional extended reporting period.
2. **Named insured** means the **first named insured** and any other person or entity that is designated as such in an endorsement, if any, attached to this policy.
3. **Insured** means each **named insured** and any past or present director, officer, partner, member or employee of such **named insured**, but only while acting in the course and scope of his or her duties as such with respect to the conduct of such **named insured**'s business. If a **named insured** is a limited liability company, then **insured** also means your managers, but only with respect to their duties as your managers.
4. **Additional Insured** means any person or entity that is designated as such in an endorsement, if any, attached to this policy. Any such **additional insured** shall maintain only those rights to coverage under this policy as specified by the endorsement.

## SECTION III – EXCLUSIONS

The insurance provided in SECTION I – INSURING AGREEMENTS does not apply to any **claim, loss, clean-up costs, emergency response expense, business interruption costs** or any other amount, injury or damage for which insurance may be afforded:

### 1. Asbestos and Lead-based Paint

Arising from lead-based paint or asbestos in any form, including asbestos-containing materials in or on any building or other structure.

This exclusion does not apply to: (a) a **claim for bodily injury or property damage**; or (b) that portion of **clean-up costs** to remediate soil, surface water or groundwater.

### 2. Contractual Liability

Arising from the **insured's** assumption of liability in a contract or agreement.

This exclusion does not apply to:

- a. Liability that the **insured** would have in the absence of the contract or agreement; or
- b. Liability assumed in a contract or agreement that is an **insured contract**. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an **insured** are deemed to be **loss** other than **claim expense**, provided: (1) liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and (2) such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### 3. Criminal Fines, Penalties and Assessments

That is or for a criminal fine, criminal penalty or criminal assessment.

### 4. Damage to Property

That is **property damage** to: (a) property owned, leased or occupied by or loaned to an **insured** (including any costs or expenses for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property); or (b) personal property in the care, custody or control of an **insured**.

### 5. Employer's Liability

Arising from **bodily injury** to: (a) an **insured** arising out of and in the course of employment by an **insured** or performing duties related to the conduct of an **insured's** business; or (b) to the spouse, child, parent, brother, sister or member of the household of such **insured** as a consequence of **bodily injury** described in clause (a) above.

This exclusion applies whether an **insured** may be liable as an employer or in any other capacity and to any obligation to share damages with or repay another.

### 6. Hostile Acts

Arising directly or indirectly from war (whether or not declared), civil war, insurrection, rebellion, revolution, invasion, act of foreign enemy, hostilities or any act or condition incidental to the foregoing.

## 7. Insured Versus Insured

Arising from a **claim** by any **insured** against any other person or entity that is also an **insured** under this policy. This exclusion does not apply to a **claim** by one **insured** against another **insured** for the latter's liability assumed in an **insured contract**.

## 8. Intentional Non-compliance

Arising from a **pollution incident** that happens because of a **responsible manager**'s intentional disregard of, or deliberate, willful or dishonest noncompliance with any law, statute, ordinance, regulation, order, judgment, decree, notice of violation, instruction or directive issued by or on behalf of any governmental body. This exclusion does not apply to a **responsible manager**'s non-compliance based on such **responsible manager**'s reasonable and good faith efforts to mitigate a **pollution incident** that requires immediate action, provided that such **pollution incident** is reported to us, in writing, within seven (7) days of its commencement.

## 9. Known Pollution

Arising from a **pollution incident** that took place, in whole or in part, prior to the commencement of the **policy period** where the **pollution incident** was known by, or reported to, a **responsible manager** and not disclosed to us, in writing, prior to the first day of the **policy period**. Any such **pollution incident** that was so disclosed to us, and not otherwise excluded from coverage will be deemed to have been first discovered during the **policy period**. If this policy is a renewal and the **insured** has maintained, on a continuous and uninterrupted basis, consecutive policies of insurance issued by us or an affiliate of us, that afford substantially the same coverage from the time that such **pollution incident** was first disclosed to us, in writing, and not otherwise excluded from coverage, such **pollution incident** will be deemed to have been first discovered during the first policy period when such **pollution incident** was disclosed to us and subject to all terms and conditions of that prior policy.

## 10. Material Change in Use

Arising from a change in the use of or operations at a **scheduled location** from that which you disclosed to us, in writing, prior to the first day of the **policy period**, where such change materially increases the likelihood or extent of a **pollution incident**, **bodily injury**, **property damage**, **environmental damage**, **loss** or **claim** in relation to the disclosed use or operations.

## 11. New Pollution Incident at Divested Property

Arising from a **pollution incident** on, at, under or migrating from a **scheduled location**, where such **pollution incident** commenced after the time such **scheduled location** was sold, given away or abandoned by an **insured**, or was condemned.

## 12. Prior Claims

Arising from a **claim**, **clean-up costs**, **emergency response expense**, **pollution incident** or other circumstances reported by an **insured** under any policy issued prior to the commencement of the **policy period** by an entity other than us or any entity affiliated with the Company.

## 13. Products

Arising from **your product** or any part of it after an **insured** has relinquished physical possession.

## 14. Underground Storage Tanks

Arising from an **underground storage tank** at a **scheduled location**. This exclusion does not apply to an **underground storage tank**:

- a. Whose existence is not known by or reported to any **responsible manager** prior to the commencement of the **policy period**;
- b. That is scheduled onto this policy by endorsement;
- c. Which has been closed, abandoned in place or removed prior to the commencement of the **policy period** in accordance with **environmental law** at the time of such closure, abandonment or removal; or
- d. That is an oil / water separator, storm water collection system, or flow-through process tank located partially in the ground.

## 15. Workers Compensation and Similar Laws

Arising from any obligation of the **insured** under workers' compensation, disability benefits or unemployment compensation laws or any similar laws.

## SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of: (a) **insureds**; (b) **claims**; (c) person or organizations making **claims**; or (d) **pollution incidents**.
- 2. The Policy Aggregate Limit shown in Item 4. of the Declarations is the most we will pay for the sum of all **loss**, **emergency response expense**, **business interruption costs** and any other amounts for which insurance may be afforded under this policy. Our total liability for all insurance afforded under this policy, combined, will not exceed the Policy Aggregate Limit shown in Item 4. of the Declarations.
- 3. Subject to paragraph 2. above, the Coverage Section Aggregate Limit shown for each Coverage in Item 3. of the Declarations is the most we will pay for the sum of all amounts for which insurance is afforded for such Coverage.
- 4. Subject to paragraphs 2. and 3. above, the Each Incident Limit shown for each Coverage in Item 3. of the Declarations is the most we will pay for the sum of all **loss**, **emergency response expense**, **business interruption costs** and any other amounts for which insurance may be afforded for such Coverage arising out of a single **pollution incident**.
- 5. Notwithstanding paragraph 4. above, if insurance applies under two or more Coverages shown in Item 3. of the Declarations with respect to any **loss**, **emergency response expense**, **business interruption costs** or any other amounts for which insurance may be afforded under this policy arising out of a single **pollution incident**, the most we will pay is the highest Each Incident Limit amount available under one such Coverage applicable to the single **pollution incident**. Nothing in this paragraph shall operate to increase any Each Incident Limit or other limit shown in Items 3. and 4. of the Declarations.
- 6. All **loss**, **emergency response expense**, **business interruption costs** and any other amounts for which insurance may be afforded under this policy arising out of the same, related, repeated or continuous **pollution incident** are deemed to arise out of a single **pollution incident**.
- 7. Subject to the limits of insurance set forth in Items 3. and 4. of the Declarations, we are liable only for that portion of **loss**, **emergency response expense** or any other amounts for which insurance may be afforded under this policy in excess of the Deductible Each Incident amount shown for each Coverage in Item 3. of the Declarations. If insurance applies under two or more Coverages shown in Item 3. of the Declarations with respect to any **loss**, **emergency response expense** or any other amounts for which insurance may be afforded under this policy arising out of a single **pollution incident**, only the highest applicable Deductible Each Incident amount shown in Item 3. of the Declarations applies.
- 8. The Deductible Each Incident amount is your obligation to pay and applies to all **loss**, **emergency response expenses** or any other amount for which insurance may be afforded under this policy arising from a single **pollution**

**incident.** We may choose to advance payment of any part or all of the Deductible Each Incident amount to effect settlement of any **claim**, or to pay **clean-up costs, emergency response expense, claim expense** or any other amounts for which insurance may be afforded under this policy and, upon notification of the action taken, you shall promptly reimburse us for the Deductible Each Incident amount that has been paid by us.

## SECTION V – EXTENDED REPORTING PERIODS

If this policy is cancelled by the **insured** or not renewed, and the **insured** has not purchased or obtained other insurance to replace the insurance afforded by this policy, the following provisions apply.

### 1. Automatic Extended Reporting Period

- a. The **insured** is entitled to a ninety (90) day Automatic Extended Reporting Period, commencing on the date and at the time that the **policy period** ends. When the **insured** is entitled to the ninety (90) day Automatic Extended Reporting Period, the **insured** has the right to report to us, in writing, during this ninety (90) day Automatic Extended Reporting Period:
  - (1) A **claim** first made against the **insured** during the **policy period**; or
  - (2) A **claim** first made against the **insured** during the ninety (90) day Automatic Extended Reporting Period, if such **claim** results from a **pollution incident** first discovered and reported to us, in writing, during the **policy period**.

When the ninety (90) day Automatic Extended Reporting Period applies, a **claim** reported to us, in writing, during this ninety (90) day period will be deemed to have been made on the last day of the **policy period**.

### 2. Optional Extended Reporting Period

- a. The **first named insured** is also entitled to purchase an Optional Extended Reporting Period of up to thirty-six (36) months, commencing on the date and at the time the **policy period** ends, provided that:
  - (1) Within thirty (30) days of such cancellation or non-renewal, we receive written notice from the **first named insured** of its election to purchase an Optional Extended Reporting Period for a specific period of not more than thirty-six (36) months; and
  - (2) The **first named insured** pays, prior to the commencement of the Optional Extended Reporting Period and in accordance with our payment terms, the additional premium charged by us, and upon payment we will issue an endorsement providing for such Optional Extended Reporting Period.
- b. The additional premium charged for the Optional Extended Reporting Period will not be more than two hundred per cent (200%) of the total policy premium.
- c. When the **first named insured** is entitled to and purchases the Optional Extended Reporting Period, the **insured** has the right to report to us, in writing, during the specified Optional Extended Reporting Period, a **claim** first made against the **insured** during such Optional Extended Reporting Period, provided that the **claim** results from a **pollution incident** first discovered and reported to us, in writing, during the **policy period**. Any **claim** so reported will be deemed to have been made on the last day of the **policy period**.

If the Optional Extended Reporting Period is purchased by the **first named insured** in accordance with the preceding paragraphs, the Automatic Extended Reporting Period becomes a part of, and is not in addition to, the purchased Optional Extended Reporting Period.

When applicable, the Automatic Extended Reporting Period and Optional Extended Reporting Period do not operate to increase any limit of insurance under this policy, extend the **policy period** or change the scope of coverage provided.

For the purpose of this section, the quotation of different terms and conditions by us shall not be construed as a non-renewal of this policy.

## SECTION VI – CONDITIONS

### 1. Assignment

This policy may not be assigned without our prior written consent, which shall not be unreasonably withheld.

### 2. Bankruptcy

Bankruptcy or insolvency of the **insured** or the **insured**'s estate shall not relieve us of our obligations under this policy and shall also not relieve any **insured** of its obligations under this policy.

### 3. Cancellation

- a. The **first named insured** may cancel this policy by mailing or delivering to us advance written notice of cancellation. When the **first named insured** cancels this policy, we will calculate return premium on a short rate basis unless the **policy period** is three (3) years or greater, in which case the premium shall be 100% earned on the first day of the **policy period** and you shall not be entitled to any return of premium.
- b. We may cancel this policy for non-payment of premium or your failure to reimburse us for any Deductible Amount paid by us by mailing or delivering to the **first named insured** written notice of cancellation at least ten (10) days before the effective date of cancellation.
- c. We may cancel this policy due to fraud or a material misrepresentation or concealment by any **insured** by mailing or delivering to the **first named insured** written notice of cancellation at least ninety (90) days before the effective date of cancellation. During the first sixty (60) days of such cancellation notice period, the **first named insured** may attempt to cure the circumstances that formed the basis of such notice of cancellation and request that we rescind our notice of cancellation. We will consider any such request and determine, in our sole discretion, whether or not to rescind the notice of cancellation.
- d. We will mail or deliver our notice of cancellation to the **first named insured**'s last mailing address known to us. Our notice of cancellation will state the effective date and hour of cancellation of the policy. If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

### 4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### 5. Economic and Trade Sanctions

If affording insurance under this policy would be a violation of any United States of America economic or trade sanctions, including, but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then such insurance will be null and void.

### 6. Headings

The descriptions in the headings and sub-headings of this policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this policy.

## 7. Independent Counsel

In the event the **insured** is entitled by law to select independent counsel, the fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** in the community where the **claim**-related proceeding is being defended, or if there is no **claim**-related proceeding to defend, where the **claim** arose.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** similar to the one pending against the **insured**, and to require that such counsel have errors and omissions insurance coverage.

Furthermore, the **insured** may at any time, by the **insured**'s signed consent, freely and fully waive the right, if any, to select independent counsel.

## 8. Inspections and Surveys

- a. We have the right to make inspections and surveys, at any time during normal business hours with reasonable advance written notice, of books, records, services, properties and activities as far as they relate to the subject matter of this policy, and monitor and audit, give you reports on the conditions we find and recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. Also, we do not warrant that conditions:
  - (1) Are safe or healthful; or
  - (2) Comply with laws, regulations, codes or standards.

This applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

- c. We may modify, amend or delete any of the terms and conditions of this policy, including the right to charge additional premium and the right to cancel, rescind or void this policy, if our examination, audit, monitoring or inspection reveals any material risk, hazard or condition that was not previously disclosed by you in the Application or supplemental materials submitted to us prior to the first day of the **policy period**, or which materially deviates from the information disclosed in the Application or supplemental materials submitted to us prior to the first day of the **policy period**.

## 9. Legal Action Against Us

No person or organization has a right under this policy to join us as a party or otherwise bring us into a suit asking for damages from an **insured**, or to sue us on this policy, unless there has been full compliance with all of its terms.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an **insured**, but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the **insured** and the claimant or the claimant's legal representative.

## 10. Notice of Possible Claim

- a. If during the **policy period**, the **responsible manager** first becomes aware of a **possible claim**, the **responsible manager** may provide written notice to us during the **policy period** containing all the information required under paragraph b. below. Provided the **insured** has maintained, on a continuous and uninterrupted basis, consecutive policies of insurance issued by us or an affiliate of us, that afford substantially the same coverage as provided under this policy, any **possible claim** which subsequently becomes a **claim** made against you and reported to us

under any such consecutive policy, shall be deemed to have been first made and reported during the **policy period** of this policy. Such **claim** shall be subject to the terms, conditions and limits of coverage of the policy under which the **possible claim** was reported.

b. It is a condition-precedent to the coverage afforded by this policy that notice under paragraph a., above contain all of the following information:

- (1) The cause of the **pollution incident**;
- (2) The **scheduled location** or other location where the **pollution incident** took place;
- (3) The **bodily injury, property damage, or environmental damage** which has resulted or may result from such **pollution incident**;
- (4) The insured(s) which may be subject to the **claim** and any potential claimant(s);
- (5) All engineering information available on the **pollution incident** and any other information that the Company deems reasonably necessary; and
- (6) The circumstances by which and the date the **insured** first became aware of the **possible claim**.

## 11. Other Insurance

If other valid and collectible insurance is available to the **insured** for insurance afforded by this policy, our obligations are limited as follows:

### a. Primary Insurance

This insurance is primary except as set forth in paragraph c. below. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in paragraph b. below.

### b. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable Limits of Insurance of all insurers.

### c. Microbial Matter

Solely with respect to insurance afforded for a **pollution incident** arising from **microbial matter**, this insurance is excess over any other valid and collectible insurance and we will: (i) have the right, but not duty to defend the **insured** against any **claim** to which this insurance applies; and (ii) pay only the amount of **loss, emergency response expense, business interruption costs** and any other amounts for which insurance may be afforded under this policy which exceed the total amount of such other insurance.

## 12. Reporting Under Multiple Policies

a. If a **pollution incident** is first discovered during the **policy period** and reported to us, in writing, during the **policy period**, and a **claim** arising out of the same, related, repeated or continuous **pollution incident** is first made against the **insured** and reported to us, in writing, after the expiration of the **policy period** under the terms of a policy of insurance subsequently issued by us or an affiliate of us, then such **claim** will be deemed to have been first made and reported to us on the last day of the **policy period**, provided that:

- (1) The **insured** has maintained, on a continuous and uninterrupted basis, consecutive policies of insurance issued by us or an affiliate of us, that afford substantially the same coverage, from the time that such **pollution incident** is first reported to us, through the date the **claim** is reported to us; and
- (2) The **claim** is covered under the policy of insurance subsequently issued by us or an affiliate of us.

Any such **claim** shall be deemed to arise out of a single **pollution incident** and shall be subject to the terms of this policy including the Each Incident Limit, Coverage Section Aggregate Limit and Policy Aggregate Limit in accordance with SECTION IV – LIMITS OF INSURANCE AND DEDUCTIBLE of this policy, and no other policy shall respond.

#### **13. Representations**

By accepting this policy, you agree that: (a) the statements and information in the Application and other supplemental materials submitted to us are accurate and complete and are material to our underwriting of this policy; (b) such statements and information are representations you made to us; and (c) we have issued this policy in reliance upon your representations.

#### **14. Separation of Insureds**

Except with respect to the Limits of Insurance, SECTION III – EXCLUSIONS, 7. Insured Versus Insured, and any rights or duties specifically assigned in this policy to the **first named insured**, this insurance applies as if each **insured** were the **only insured** and separately to each **insured** against whom a **claim** is made. However, misrepresentation, concealment, breach of condition or violation of any duty under this policy by one **insured** shall not prejudice the interest of coverage for another **insured** under this policy, except where an **insured** is a parent, subsidiary or affiliate of the **first named insured** set forth in the Declarations.

#### **15. Service of Suit**

In the event of failure of us to pay any amount claimed to be due hereunder, we, at the request of the **insured**, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World Assurance Company (U.S.) Inc., 199 Water Street, 24<sup>th</sup> Floor, New York, NY 10038 or his or her representative, and that in any suit instituted against us upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the **insured** or any beneficiary hereunder arising out of this policy of insurance.

#### **16. Transfer of Rights of Recovery Against Others to Us**

If the **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The **insured** must do nothing after discovery of a **pollution incident** to impair such rights. At our request, the **insured** will bring suit or transfer those rights to us and help us enforce them.

Any recovery as a result of a subrogation proceeding arising out of the payment of **loss** or any other amounts covered under this policy shall accrue first to us to the extent of our payment under the policy, and then to you to the extent of your deductible. Expenses incurred in such subrogation proceeding shall be apportioned among the interested parties in the recovery in the proportion that each interested party's share in the recovery bears to the total recovery.

## 17. Your Duties in the Event of a Pollution Incident or Claim

- a. You must see to it that we are notified of a **pollution incident** or **claim** to which this insurance may apply, as soon as practicable at the address shown in Item 8. of the Declarations or via email at [envcasclaims@awac.com](mailto:envcasclaims@awac.com). To the extent possible, notice should include:
  - (1) How, when and where the **pollution incident** took place;
  - (2) The names and addresses of any injured persons and witnesses;
  - (3) The nature and location of any injury or damage arising out of the **pollution incident**;
  - (4) The specifics of the **claim** and the date it was first asserted against and received by an **insured**; and
  - (5) With respect to **emergency response expense**, the nature and extent of the emergency, the manner in which you or others acting on your behalf responded to the emergency, the amount of **emergency response expense** incurred, and the names and addresses of those persons having knowledge of any of the foregoing. You and any other involved **insured** must send us any technical reports, laboratory data, field notes, expert reports, investigation reports, data collected, invoices, regulatory correspondence or any other documents relating to such **emergency response expense**.
- b. You and any other involved **insured** must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the **claim**;
  - (2) Authorize us to obtain records and other information relevant to the **claim** or **pollution incident**;
  - (3) Co-operate with us in the investigation of the **pollution incident**, as well as the investigation, settlement or defense of the **claim**;
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the **insured** because of injury or damage to which this insurance may also apply; and
  - (5) Update us regarding any requested information that is not available at the time of the request but subsequently becomes available.
- c. No **insured** will, except at that **insured**'s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than **emergency response expense** for which you are entitled to recover under this policy, without our prior consent.
- d. The **insured** must:
  - (1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency or duly licensed scientist or engineer authorized by law to oversee the investigation and clean-up of a **pollution incident**;
  - (2) Submit, for our approval, any bid or contract regarding any investigation, removal, response or clean-up action or activity prior to the submission, execution or issuance of such bid or contract; and
  - (3) Forward progress reports in connection with any investigation, removal, response or clean-up action or activity at reasonable intervals and always prior to submitting such reports to any regulatory agency or duly licensed scientist or engineer that is authorized by law to review and approve such reports.

This clause d. does not apply to any investigation, removal, response or clean-up action or activity for which you are entitled to recover **emergency response expense** under this policy.

## SECTION VII – DEFINITIONS

1. **Bodily injury** means physical injury, sickness, building related illness, mental anguish, shock or emotional distress or disease sustained by a person, including death resulting from any of these.
2. **Business income** means:
  - a. Your net profit or loss before income taxes that would have been earned or incurred had there been no **business interruption**;
  - b. Your continuing normal operating and payroll expenses, except for payroll expenses of officers, executives, department managers and employees under contract;
  - c. Costs you are required to pay to rent temporary premises when that portion of the **scheduled location** occupied by you cannot be occupied, loaned, leased or rented. Such costs shall not exceed the fair rental value of such portion of the **scheduled location** that cannot be occupied, loaned, leased or rented; and
  - d. Charges you incur which are the legal obligations of your tenant under the terms of a written lease that would have otherwise been your obligations but for the written lease.
3. **Business interruption** means the necessary suspension of your operations, at a **scheduled location**, but only if such suspension of your operations first commenced during the **policy period**.
4. **Business interruption costs** mean actual loss of **business income** and **extra expense** you incur during the **business interruption period**. **Business interruption costs** will be reduced to the extent that the **insured** can resume operations, in whole or in part, at the **scheduled location**, or by making use of other locations.
5. **Business interruption period** means the period of time that begins the number of hours shown as the "Business Interruption Waiting Period" in Item 3. of the Declarations after the time and date that the **business interruption** first commenced, and ends on the time and date that is the earlier of:
  - a. The time and date that the **insured** resumes normal business operations at the **scheduled location** or at another location;
  - b. The time and date that the **insured**, acting reasonably and with due diligence, should have resumed normal business operations at the **scheduled location** or at another location; and
  - c. The time and date that is three hundred sixty five (365) days after the time and date that the **business interruption** first commenced.
6. **Claim** means a demand by a third party seeking a remedy and alleging liability or responsibility on the part of the **insured**.
7. **Claim expense** means reasonable and necessary fees and expenses authorized by us and incurred in the investigation and defense of a **claim for bodily injury, property damage or environmental damage** to which this insurance applies. **Claim expense** does not include any fees of counsel retained by the **insured** without our written consent or any cost or charge incurred by the **insured** in assisting in the investigation or defense of a **claim**, including salaries or wages of the **insured**'s in-house counsel or other employee.
8. **Clean-up costs** means reasonable and necessary expenses (including **restoration costs** and legal expenses), incurred with our prior written consent, which consent shall not be unreasonably withheld or delayed, to investigate, abate, contain, treat, remove, remediate, monitor or dispose of soil, surface water, groundwater or other contaminated media, but only:
  - a. To the extent required by **environmental law**;

- b. For those costs actually incurred by the government or any political subdivision of the United States of America (including its territories and possessions), Puerto Rico and Canada for which you are legally liable; or
- c. In the absence of a. or b. above, to the extent recommended by an **environmental professional**.

**Clean-up costs** does not include **emergency response expense** or costs, charges or expenses for goods or services of an **insured** or its parent, subsidiary or affiliate.

- 9. **Conveyance** means only an auto, rolling stock, watercraft or aircraft.
- 10. **Coverage territory** means the United States of America (including its territories and possessions) and Canada.
- 11. **Emergency response expense** means reasonable and necessary expenses incurred by you: (a) on an emergency basis, to remediate a **pollution incident** which is an imminent and substantial threat to human health or the environment; and (b) for the period of no more than seven (7) consecutive days beginning on the day that the **pollution incident** was first discovered.
- 12. **Environmental damage** means contamination of the soil, soil vapor, the atmosphere, any watercourse or body of water (including groundwater) or plant or non-human animal life or buildings or other structures that results in **clean-up costs** or **emergency response expense**.
- 13. **Environmental law** means any federal, state, provincial, municipal or other local law, statute, ordinance, rule, guidance document, regulation, administrative order and directive and any amendments thereto, including state voluntary clean-up or risk-based corrective action guidance, related to **environmental damage**.
- 14. **Environmental professional** means an individual or entity we approve, in writing, which is qualified to provide professional services.
- 15. **Extra expense** means the reasonable and necessary expenses incurred by you that would not have been incurred had there been no **business interruption**, and are reasonable and necessary to avoid, mitigate or minimize the necessary suspension of your operations, but only to the extent that such expenses reduce the loss of **business income** that would have otherwise been payable as **business interruption costs** had you not incurred such expenses.
- 16. **Insured contract** means that part of any written agreement, that is scheduled as an Insured Contract by endorsement attached to this policy, under which you assume the tort liability of another party to pay compensatory damages for **bodily injury**, **property damage** or **environmental damage** to a third person or organization, provided that such written agreement is signed by you prior to the discovery of the **bodily injury**, **property damage** or **environmental damage**. For the purpose of this definition, the term "tort liability" means liability that would be imposed by law in the absence of any contract or agreement.
- 17. **Loss** means:
  - a. Monetary judgment, award or settlement of compensatory damages for **bodily injury**, **property damage** or **environmental damage** and, where allowable by law, punitive, exemplary or multiple damages, and civil fines, penalties or assessments for **bodily injury** or **property damage**;
  - b. **Clean-up costs**;
  - c. Monetary judgment, award or settlement of medical monitoring costs and environmental monitoring costs, provided that such monitoring is the result of physical **bodily injury** for which you are determined to be legally liable; and
  - d. **Claim expense**.

18. **Microbial matter** means any organism of the kingdom Fungi including spores and mycotoxins released by such organism and *Legionella pneumophilia*, whether or not such **microbial matter** is living.

19. **Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act [16 U.S.C. 1801 et seq.]), any state, local or provincial government, any foreign government, any Native American tribe or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

20. **Non-owned location** means a location in the **coverage territory** where waste or recyclable materials generated from work or operations performed by you or on your behalf at a **scheduled location** is treated, stored, processed, recycled or disposed of, provided that:

- a. The location was not at any time owned, occupied, operated, managed or leased by an **insured** or an affiliate of an **insured**;
- b. The location was legally licensed and permitted by the appropriate federal, state or local authority to accept such waste or recyclable materials for such treatment, storage, processing, recycling or disposal at the time such waste or recyclable materials were sent to such location; and
- c. The location, or any part thereof, was not subject to a consent order, consent decree or corrective action under **environmental law** or was not listed or proposed to be listed on the federal National Priorities List (NPL) or any equivalent list by a state or local authority prior to the later of: (1) the time waste or recyclable materials were first sent to such location by the **insured** or on their behalf; and (2) the first day of the **policy period**.

21. **Policy period** means the period of time stated in Item 2. of the Declarations. If a location is endorsed onto this policy as a **scheduled location** after the effective date of this policy, the **policy period** for such **scheduled location** commences on the effective date that such location is added by us to this policy. If a **scheduled location** is deleted from this policy, the **policy period** for such location ends on the effective date that such location is removed by us as a **scheduled location**. If the policy is cancelled, the **policy period** ends on the effective date of such cancellation.

22. **Pollutant** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low-level radioactive material and waste, medical or infectious or pathological waste, waste materials, electromagnetic fields, *Legionella pneumophilia*, and **microbial matter**.

23. **Pollution incident** means:

- a. The discharge, emission, seepage, migration, dispersal, release or escape of any **pollutant** into or upon land, or any structure on land, the atmosphere (including indoor air) or any watercourse or body of water (including groundwater), provided such conditions are not naturally present in the environment in the concentration or amounts discovered;
- b. The presence of **microbial matter** on, at or within buildings or structures; or
- c. The presence of **pollutants**, whether contained or uncontained, that have been illegally disposed of or abandoned at a **scheduled location** by parties other than an **insured**, provided that no **insured** had knowledge of such disposal or abandonment.

24. **Possible claim** means a **pollution incident** that first commenced during the **policy period** that you reasonably expect may result in a **claim**.

25. **Property damage** means:

- a. Physical injury to or destruction of tangible property, including all resulting loss of use and diminished value of that property;
- b. Loss of use of tangible property that is not physically injured or destroyed arising out of physical injury to or destruction of other tangible property; and
- c. **Natural resource damage.**

**Property damage** does not include **environmental damage**.

26. **Responsible manager** means an officer or director of an **insured**, or a manager or supervisor of an **insured** that is responsible, in whole or in part, for environmental, health or safety affairs or compliance, or an employee of an **insured** authorized by an **insured** to give or receive notice of a **pollution incident** or **claim**.

27. **Restoration costs** means reasonable and necessary expenses incurred by you, with our prior written consent, to repair or replace real or personal property that was damaged during the course and as a result of performing clean-up activities following a **pollution incident** to which this insurance applies. **Restoration costs** shall not exceed the replacement cost of such real or personal property. If repair or replacement results in kind or quality exceeding that of the real or personal property before it was damaged, whether at your option or not, we will not pay for the amount of the betterment.

28. **Retroactive date** means the date entered in Item 7. of the Declarations.

29. **Scheduled location** means the location(s) entered in Item 5. of the Declarations.

30. **Transportation** means the movement of goods, products, merchandise, supplies, waste or recyclable materials in a **conveyance** by the **insured** or a third party carrier properly licensed to transport such goods, products, merchandise, supplies, waste or recyclable materials from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement of goods, products, merchandise, supplies, waste or recyclable materials into, onto or from a **conveyance**.

31. **Underground storage tank** means any tank that has or had at least ten (10) percent of its volume below ground including associated piping connected to the tank. Underground storage tank does not include a storage tank situated in an underground structure (such as a basement, cellar, mine shaft or tunnel) if such storage tank is situated upon or above the surface of the floor and the entire surface area of the tank can be visually inspected.

32. **Your product** means any goods or products (other than real property) manufactured, sold, handled, distributed or disposed by: (a) an **insured**; (b) others trading under an **insured**'s name; or (c) a person or organization whose business or assets an **insured** has acquired; and containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

**Your product** includes warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and the providing of or failure to provide warnings or instructions.